



## VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham  
Vice Mayor John DuBois  
Council Member Patrick Fiore (Seat 1)  
Council Member David Singer (Seat 2)  
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt  
Village Attorney John C. Dellagloria  
Acting Village Clerk Melissa Dodge

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

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### **AMENDED AGENDA**

## **VIRTUAL REGULAR VILLAGE COUNCIL MEETING**

### **MONDAY, MAY 4, 2020 – 7:00 PM**

(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
  - Presentation by Commissioner Daniella Levine Cava
  - Proclamation-.Mr. Abe Ng, President, CEO, CSO – Sushi Maki
3. **APPROVAL OF MINUTES**
  - A.. Virtual Special Council Meeting (March 23, 2020)
  - B. Virtual Regular Council Meeting (April 6, 2020)
  - C. Virtual Special Council Meeting (April 7, 2020)

**4. CONSENT AGENDA**

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING AND APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) CONTRACT # 026862 TO RECEIVE \$20,000 IN GRANT FUNDS FROM THE URBAN AND COMMUNITY FORESTRY (UCF) GRANT PROGRAM TO ASSIST WITH A TREE INVENTORY MANAGEMENT PLAN; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

**5. REQUESTS, PETITIONS AND E-MAIL PUBLIC COMMENTS**

**6. VILLAGE MANAGER'S REPORT**

- Emergency Declaration/COVID-19
- Update on Franjo Road
  
- Village Police Commander Report

**7. VILLAGE ATTORNEY'S REPORT**

- Litigation update

**8. VILLAGE CLERK'S REPORT**

- Calendar update (public meetings for May 2020)

**9. BOARD AND COMMITTEE REPORTS**

- A. Economic Task Force Meeting (December 2, 2019)  
B. Tree Advisory Board Meeting (January 6, 2020)  
C. Charter Revision Commission Meeting (February 10, 2020)  
D. Charter Revision Commission Meeting (March 9, 2020)  
E. Neighborhood Protection Committee Meeting (February 19, 2020)

**10. RESOLUTIONS WITH E-MAIL PUBLIC COMMENT**

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; APPROVING THE INCREASE OF THE APPROVED BUDGETED AMOUNT FOR DRAIN CLEANING SERVICES FOR FY 2019-20 OF

\$100,000 BY AN ADDITIONAL \$50,000 FOR A TOTAL BUDGET OF \$150,000; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$150,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Mayor Karyn Cunningham)*

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF SHORELINE FOUNDATION, INC., PURSUANT TO RFP#1920-12-002 TO CONSTRUCT AN OVERLOOK PIER AND TO STABILIZE THE SHORELINE AT THALATTA ESTATE PARK AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES AND ADDING A CAVEAT TO THE AGREEMENT THAT IF THE VILLAGE DOES NOT RECEIVE THE FUNDS FROM THE GRANTOR, THE PROJECT WILL NOT MOVE FORWARD; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STANTEC ENGINEERS, INC. TO PROVIDE PROJECT MANAGEMENT/ QUALITY ASSURANCE SERVICES TO THE VILLAGE FOR THE FRANJO ROAD REDEVELOPMENT PROJECT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO A PROJECT AGREEMENT PURSUANT TO SECTION 2.3 OF THE CONTINUING SERVICES AGREEMENT WITH SAID FIRM FOR THE AMOUNT OF \$49,608; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO RETAIN A SPECIALTY CONSTRUCTION MANAGER TO OVERSEE THE COMPLETION OF THE FRANJO ROAD PROJECT; AND ESTABLISHING AN EFFECTIVE DATE *(Sponsored by Councilmember Marsha Matson)*
- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION., PURSUANT TO ITB#1920-12-003 TO CONSTRUCT A PATHWAY EXTENSION AT CORAL REEF PARK WITH AWARDED GRANT FUNDS FROM THE DEPT. OF ENVIRONMENTAL PROTECTION AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration)*

- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION., PURSUANT TO ITB#1920-12-004 TO CONSTRUCT A PATHWAY EXTENSION AT CORAL REEF PARK-PHASE II WITH AWARDED GRANT FUNDS FROM THE DEPT. OF ENVIRONMENTAL PROTECTION DEPARTMENT OF LAND & WATER CONSERVATION PROGRAM AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE (*Sponsored by Administration*)
  
- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF FARMER'S MARKET OF SOUTH FLORIDA, INC., PURSUANT TO RFP#1920-12-005 TO MANAGE AND OPERATE A FARMER'S MARKET AT CORAL REEF PARK AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE (*Sponsored by Administration*)
  
- H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGENDA PREPARATION PROCEDURES; REPEALING RESOLUTIONS 2017-20 AND 2019-49; ESTABLISHING A PROCESS FOR THE PREPARATION OF AGENDAS FOR COUNCIL MEETINGS; IDENTIFYING A TIMELINE FOR THE SUBMISSION OF REQUESTS AND DOCUMENTS RELATED TO AGENDA ITEMS; ESTABLISHING TIMELINES FOR COUNCIL MEMBERS AND CHARTER OFFICERS IN THE AGENDA PROCESS; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration, Village Clerk and Village Attorney*)

**11. RESOLUTIONS REQUIRING PUBLIC HEARING**

**12. ORDINANCES FOR SECOND READING AND E-MAIL PUBLIC HEARING**

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(V) OF THE VILLAGE'S ZONING CODE; REQUIRING A NEW ZONING APPLICATION TO MAKE A PRESENTATION BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT; PROVIDING THAT A MEETING FOR THE PRESENTATION SHALL BE HELD BETWEEN TWO TO FOUR WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT NO MEETING BE SCHEDULED DURING MIAMI-DADE COUNTY PUBLIC SCHOOL SPRING, SUMMER OR WINTER BREAKS, FEDERAL HOLIDAYS, OR WHEN

THE VILLAGE HAS A ZONING IN PROGRESS OR A MORATORIUM IN EFFECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKE PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR AN EXEMPTION FOR PROJECTS ONLY REQUIRING ADMINISTRATIVE APPROVAL; REPEALING RESOLUTION 2018-14, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

**13. ORDINANCES FOR FIRST READING WITH E-MAIL PUBLIC COMMENT**

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS IN PARKS AND ON VILLAGE PROPERTY; AMENDING VILLAGE CODE SECTION 30-60.18 REGARDING PERMIT APPLICATIONS; REQUIRING COMPLETE APPLICATIONS; ADDING SOUND REGULATIONS; REQUIRING DISCLOSURE REGARDING CHARITABLE ORGANIZATIONS; PROHIBITING THE FENCING OF PARKING AREAS AND PARK SPACE; REQUIRING A BOND AND AN INDEMNIFICATION AGREEMENT; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING ORDINANCE NUMBER 2019-21; WHICH ADOPTED THE VILLAGE'S BUDGET FOR THE 2019-2020 FISCAL YEAR; AUTHORIZING THE VILLAGE INTERIM MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*
- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE BORROWING OF MONEY AND THE INCURRENCE OF DEBT IN AN AMOUNT NOT TO EXCEED \$13,000,000, FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF AN OUTSTANDING LOAN PREVIOUSLY UNDERTAKEN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL BY THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AUTHORITY TO ENACT THE ORDINANCE; PROVIDING FOR AUTHORITY TO UNDERTAKE A LOAN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL FOR THE PURPOSE OF REFINANCING SAID OUTSTANDING LOAN; PROVIDING FOR AUTHORIZATION OF THE INTERIM VILLAGE MANAGER AND VILLAGE FINANCE DIRECTOR TO TAKE ALL

ACTIONS NECESSARY IN ORDER TO REFINANCE SAID OUTSTANDING LOAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

**14. OTHER BUSINESS**

**15. COUNCIL COMMENTS**

**16. NEXT MEETING AND ADJOURNMENT**

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WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

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PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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# ITEM 3A

**Minutes-Virtual Special Council Meeting  
Monday, March 23, 2020 – 7:00 PM**

**1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT:**

Mayor Cunningham called the meeting to order at 7:00 PM.

The following members of Council were present:

Mayor Karyn Cunningham  
Vice Mayor John DuBois  
Council Member Patrick Fiore  
Council Member David Singer  
Council Member Marsha Matson

The following members of staff were present:

Interim Village Manager Gregory Truitt  
Village Attorney John C. Dellagloria  
Acting Village Clerk Melissa Dodge

Vice Mayor DuBois led the pledge of allegiance.

Mayor Cunningham provided statement regarding virtual meeting. She explained that all public comments were to be emailed to [villageclerk@palmettobay-fl.gov](mailto:villageclerk@palmettobay-fl.gov) per the notice for the meeting.

**2. REQUESTS, PETITIONS AND PUBLIC COMMENTS**

Mayor Cunningham opened up Public Comments:

Acting Clerk read Public Comments received by email-read only one email.

- Melina Zervas, 14641 SW 83 Court, spoke against resolution requiring Village restaurant workers to wear masks. Where did the Council get their scientific evidence for this resolution and who in the Village government is a qualified infectious disease specialist. There is a shortage of masks that need to be reserved for medical professionals and those caring for the ill.

Vice Mayor DuBois asked to provide report on Item 3A.

**3. RESOLUTIONS WITH EMAIL PUBLIC COMMENT**

- A. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO ISSUE AN EXECUTIVE ORDER/DECLARATION REQUIRING ALL VILLAGE OF PALMETTO BAY RESTAURANTS AND PREPARED FOOD

ESTABLISHMENTS THAT OFFER TAKE OUT OR DELIVERY SERVICE TO REQUIRE ALL STAFF, INCLUDING FOOD PREPARERS, TO WEAR PROTECTIVE MASKS OVER THE NOSE AND MOUTH IN ORDER TO HELP ELIMINATE THE SPREAD OF COVID-19 (THE "CORONA VIRUS"); AUTHORIZING CODE ENFORCEMENT AND LAW ENFORCEMENT OFFICERS TO ISSUE CLOSURE ORDERS FOR VIOLATIONS, AND ESTABLISHING AN EFFECTIVE DATE. (*Sponsored by Vice Mayor John Dubois and the Village Council*)

Item 3A moved by Councilmember Fiore. Seconded by Councilmember Marsha Matson.

Acting Clerk read Item 3A.

Vice Mayor DuBois provided staff report for Item 3A.

Acting Clerk Dodge read all public comments received by e-mail.

- Brian Tannebaum, Special Council to Bast Amron-One S.E. 3<sup>rd</sup> Avenue – spoke against requiring wearing of masks for restaurants while preparing food or the shutdown of a restaurant. He commented that the NC State statement: on take out is that there is no evidence of an increased risk of contracting coronavirus by ordering take out, and that the proper protocol is to wash hands and use of hand sanitizer in the
- Jeni Davenport, Palmetto Bay resident - spoke against the mask's resolution being proposed. She commented that masks are in short supply; those that need them can't get them. Restaurants are struggling, putting an impossible restriction on small, family owned businesses.
- Jennifer Gambill, 6213 Paradise Point Drive – spoke against the requirement of masks for restaurant workers. Masks are hard to find. The FDC and the CDC as well as independent health experts, have said there is no concern for this at this time if strict hygiene procedures are followed.
- Tom Barbato, sent CDC food safety attachment to Council. –
- Robert Torricella – spoke regarding hurricane season approaching; urged Council to consider special permitting rules or procedures to minimize delays later on. Also asks Council to take into consideration emergency response shelters if we are still dealing with these circumstances when the season arrives.
- Brian Crane, 7331 SW 165 Street – spoke against item requiring the wearing of masks at restaurants and prepared food establishments.

Also spoke against the short-term vacation rental item where families may need to relocate to the area and short-term rentals may be only option. In addition, the income for owners who rely on short-term rental income could result in foreclosure and major problems for the local real estate market.

- Stacey Kaufman, 14245 SW 68 Avenue – spoke in support of the use of face masks by food preparers. There is discrepancy between the FDA statement and plain common sense. Even though may not be popular to do; if it can save lives; mandating that food preparers protect the public from COVID-19 with masks and gloves, is the right thing to do for our health and safety.
- Eric Tullberg, 7884 SW 179 Terrace – spoke regarding the Miami-Dade County State of Emergency which can allow for the prohibition of gasoline sales except into vehicle gas tanks. Feel this is an ill-considered move; most people have gasoline lawn mowers. How are they to cut their lawns; and gasoline is needed for generators for hurricane use, chain saws and trimmers, etc. Mr. Tullberg also pointed out that walking and cycling are exercise activities that can be done alone or in small groups.
- Gary Pastorella, 6940 SW 142 Terrace – spoke regarding a home at 14201 Old Cutler Road holding a small party from several different out of state cities. These are young adults and they don't appear to be concerned with social distancing.
- Nancy Crair – Palmetto Bay resident – Urged Council against the requirement of making restaurants in Palmetto Bay wear masks. The medical professions don't have enough masks to protect themselves. Spoke to encourage all of Miami-Dade County or the governor of Florida to impose this restriction.
- Ed Palacio – spoke regarding Council not being qualified to make the determination about requiring masks to be worn by workers of restaurants. Also spoke in favor of short-term rental item; that new or future short-term rentals should not be allowed. –
- Steve Kreisher, 18201 SW 98 Avenue – spoke regarding Village employees in parks and public services could be doing work out in fresh air wearing masks and gloves protection. The parks could be monitored by staff and not Police unless needed for an emergency.
- Kristen Markovich, Real Estate Advisor – spoke in favor of short-term rental item; Airbnb rental across the street from her house had numerous vehicles parked there throughout the weekend.

- Wendy Martinez, 26406 Pine Canyon Drive, Spring, TX – spoke in favor of item requiring the wearing of masks and gloves for food preparers: even scarves or bandanas.

Vice Mayor DuBois provided response to public comments.

Vice Mayor DuBois spoke about the subject of the emails; don't take away masks from medical community and don't shut down our restaurants.

Vice Mayor DuBois spoke that the purpose of this resolution is to ensure restaurants are not shut down due to contamination issue.

Vice Mayor DuBois spoke that we cannot use medical grade masks. He mentioned that half of the restaurants he frequents employees are using some type of masks. The number of mouth protection gear classified as last resort; people have bandanas, scarfs, etc. Most people in restaurants are putting on some form of personal protection equipment.

Vice Mayor DuBois spoke that code enforcement could be involved to close restaurant until some form of protection is used to cover mouth.

Vice Mayor DuBois spoke that this is a soft approach to get the restaurant's attention as opposed to doing nothing.

Councilmember Singer spoke that the resolution is well meaning and thought out. He read several statements from a handout which he did forward to Village Council from the CDC.

Councilmember Singer spoke that Publix deli or food handlers should wear masks; in addition, there is nothing out there (internet) that states you can get the virus from food.

Councilmember Singer spoke that he will not vote for this; restaurants are already running at 30 percent. There is no scientific evidence behind this resolution.

Councilmember Matson spoke about Vice Mayor DuBois stating that scarves being a substitute; I would support this item because this would provide protection for employees and customers.

Councilmember Matson feels should not wait for restaurants outside of Palmetto bay to publish this.

Councilmember Matson indicated she wrote to Interim Manager about Freebie driver picking up orders and delivering from local restaurants be provided masks.

Councilmember Matson will support item; but would like to include Freebie drivers.

Councilmember Fiore feels there is nothing in resolution to support. If this resolution would be changed to a recommendation for restaurants; then I would support item.

Mayor Cunningham stated cannot support resolution in present form due to the fact that there is an extreme shortage of masks.

Mayor Cunningham spoke that her concern is extremely difficult to enforce; should not be done piece meal.

Mayor Cunningham spoke that she was on a conference call with other Mayors to discuss a "Stay in Place"; and to encourage County Mayor to put in place some type of order for all of Miami-Dade County. She will not support the item.

Mayor Cunningham reported that the Village is having the Freebee drivers wipe down constantly after each rider.

Vice Mayor spoke about homemade masks and stated though not as conventional; CDC has listed as crisis strategy.

The Vice Mayor spoke that he was open to modifications to the resolution such as face masks could have been more specific to be low grade as bandanas or scarfs as a minimum.

Councilmember Singer spoke regarding CDC statement regarding homemade scarfs or bandanas. No recommendation homemade masks can protect against the virus.

Vice Mayor DuBois spoke that the CDC specifically describes face shields and homemade face masks (bandanas and scarfs and other materials that can be made into a bandana or scarf); CDC feels can protect some of the public as a crisis strategy.

Vice Mayor DuBois is happy to make change to resolution to state some form of face covering such as bandana or scarf.

Vice Mayor spoke that as far as a restaurant getting shut down; be happy to put a 30-minute closure for restaurant until employee can return with some form of masks (bandana or scarf). Code enforcement or Police could be involved.

Vice Mayor agreed with Councilmember Singer that it's not safe for medical personnel; but if it can keep 10 percent of contamination from going to another person; it's better than doing nothing.

Councilmember Matson spoke regarding virus causing Council to hold first virtual meeting and not be in the same room.

Councilmember Matson commented that this resolution would be one step to help protect residents and customers; doesn't feel it is not inconvenient. Feels it would be a beneficial effect on customers.

Vice Mayor Dubois read information previously into the record information from his you tube channel regarding the COVID 19 protection.

Vice Mayor DuBois agrees actual verbage of resolution should be more specific; minimal personal protection equipment-gloves and some form of bandana or scarfs (homemade).

Mayor Cunningham stated could add and make it a recommendation that the County Mayor take some formal action.

Vice Mayor DuBois spoke that he is okay with making it a recommendation that restaurants who comply; post their name on website that they're complying.

Vice Mayor DuBois made motion that we modify resolution to read: Protective masks – change to (may include bandanas, scarfs, or homemade facial masks); furthermore; those in compliance with resolution will be listed prominently on Village website that restaurants in compliance with resolution.

Attorney Dellagloria stated can change verbage in title:

Title: An Emergency Resolution of the Mayor and Village Council of Palmetto Bay, Florida recommending that all Village of Palmetto restaurants or prepared food establishments that offer take out or delivery service to recommend that all staff including food preparers; wear protective material including scarfs, bandanas and homemade masks over nose and mouth to help mitigate the spread of the COVID-19; providing for code enforcement to issue warnings which will be posted on the Village website.

Attorney Dellagloria stated would have to change all of section 2 or 3.

Councilmember Matson seconded motion from Vice Mayor DuBois.

Councilmember Singer just spoke that he just looked on Amazon and masks are not available until the 3<sup>rd</sup> week in April. Feels cannot make a recommendation and issue warnings from a recommendation. You could make a recommendation to wear some form of face covering.

Vice Mayor spoke that he withdraws the part of placing on website restaurant names.

Councilmember Matson spoke that it would be a positive thing that a restaurant that is using protective equipment would be posted on website.

Councilmember Fiore feels a blanket recommendation would suffice; feels don't need to post any names on village website.

Attorney Dellagloria read motion for consideration:

Caption to read: An emergency resolution of the Mayor and Village Council of the Village of Palmetto Bay Florida, recommending that all Village of Palmetto Bay restaurants and prepared food establishments that offer take out or delivery service recommend that all staff including food preparers wear protective material including scarfs, bandanas of homemade materials over nose and mouth in order to help stop the spread of COVID-19.

Mayor Cunningham stated she could vote on caption as amended.

Vice Mayor DuBois made motion to amend caption as described by City Attorney. Seconded by Councilmember Matson.

Attorney Dellagloria directed Council to vote on caption as amended first.

Mayor Cunningham called for a roll call vote on amended caption:

**VOTE:** Amendment #1 Passes (5-0) – Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

Mayor Cunningham forwarded emails to Acting Clerk to read:

- Bill Gibson – spoke regarding masks issue; opens up a whole number of issues- with regards to germs and food safety. When using a scarf where does it come from; how sanitary is the scarf.
- Henry Clifford – spoke regarding masks issue; missing issue; not recognizing directionality; it's to protect others from you from spreading germs.

Attorney Dellagloria stated to remove Section 2 and Section 3; and replace Section 2 with caption voting on currently and sending resolution

to the Mayor of Miami-Dade County and all mayors of Miami-Dade County.

Mayor Cunningham called question to vote on amended resolution:

**VOTE:** Passes (5-0) – Mayor Cunningham-YES; Vice-Mayor DuBois-YES, Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

- B. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO ISSUE AN EXECUTIVE ORDER/DECLARATION RELATING TO SHORT-TERM VACATION RENTALS; PROHIBITING SHORT-TERM VACATION RENTALS OF ANY DURATION IN THE VILLAGE OF PALMETTO BAY TO CONTINUE OPERATING WITHIN FORTY-EIGHT HOURS AFTER THE EFFECTIVE DATE OF THIS RESOLUTION; PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham and the Village Council)*

Item 3B moved by Councilmember Fiore. Seconded by Councilmember Singer.

Acting Clerk Dodge read Item 3B.

Mayor Cunningham provided staff report for Item 3B.

Attorney Dellagloria spoke regarding the County's Emergency Order relating to proposed resolution.

Attorney Dellagloria referenced the County order as it relates to hotels, motels, short-term vacation rentals and all commercial lodging establishments. The language short-term vacation rentals make people think County took care of short-term rentals. Part of County code only applies in unincorporated Dade County.

Attorney Dellagloria provided reference when speaking with County attorney, Paragraph 3-states minimal standards; municipalities can enact stricter standards, does the County's order have to mandate anything Village of Palmetto Bay votes on. The answer was no; this resolution will stand on its own as a municipal action without running afoul of anything the County's order says.

Councilmember Singer and Attorney Dellagloria held discussion regarding proposed resolution.

Councilmember Fiore spoke regarding prohibit air bnb's and short-term vacation rentals for 90-days; with regard to if health care providers are called in and need a place to stay, as long as emergency lasts.

Vice Mayor DuBois commented about this resolution is as it relates to the other two ordinances already in place.

Mayor Cunningham stated with confirmation of Village Manager that there are 13 rentals in Palmetto Bay. Of those 13, 4 have become hot spots with renters walking up and down the streets; ringing doorbells of neighboring houses asking questions and directions; even with loud noise and music. Existing renters have been folks coming to Village or are traveling to different parts of Miami-Dade counties. We are now concerned with spread of COVID-19. Homeowners are sheltering in place; children playing in yards. Concerns with renters coming into Village and spreading virus in the community.

Vice Mayor DuBois questioned Mayor that if better said, rather than allowing any transition with renters leaving and traveling on planes, etc., prohibiting new renters coming in.

Attorney Dellagloria commented didn't do a survey regarding other villages or cities having short-term rentals leaving, besides Miami Beach.

Interim Manager Truitt stated that out of the 13 registered in the Village only 3 or 4 are occupied; allow no new rentals and limiting the number of persons in bedrooms.

Interim Manager Truitt commented that if the short-term rental is not registered; would not know how many.

Interim Manager Truitt spoke that the greatest problem is when the home is turned into a party house; not a family of 5. He spoke in favor of maximum of 10 people. No different from any other renter, cannot evict, no process.

Councilmember Matson is supporting this item; but feels we should look at current Ordinances and update them.

Councilmember Singer spoke that the intent of the resolution is good. Commented that not a fan of short-term rentals. He spoke in support of Miami-Dade County's language about certain health care, first responders, airline personnel to stay in short-term rentals. If you could use some of Miami-Dade County's exclusions and put in this resolution; I would support voting on this item.

Mayor Cunningham spoke that she would accept motion to resolution to include some verbage from the County resolution.

Councilmember Singer made a motion to exclude health care professionals, first responders, coast guard, law enforcement, state and federal government; patient family members; persons displaced from fire and flood, persons sheltered from domestic violence. Seconded by Councilmember Fiore.

Councilmember Fiore made amendment to motion to add families in transition-relocating to Florida; asked Councilmember Singer to incorporate this language into motion.

Mayor Cunningham added to motion Councilmember's Fiore – individuals who are temporarily unable to reside in their home.

Interim Manager Truitt commented need to leave it to police officers to determine situation regarding why family living in short-term rentals.

Councilmember Singer commented want to make sure that the individuals renting is one of the included groups to be able to rent in these short-term rentals.

Councilmember Singer accepts amendment to motion.

Vice Mayor DuBois spoke about resolution refers to continue operation after 48 hours; get a violation, provide more definition.

Mayor Cunningham referred to Village Attorney.

Attorney Dellagloria spoke that intent means they can no longer rent the property.

Vice Mayor DuBois held discussion with Village Attorney regarding intent.

Attorney Dellagloria commented we can make appropriate change in how the Village deals with this; no eviction can be taken.

Vice Mayor DuBois is concerned with an upstanding resident of Palmetto Bay and currently has a 2<sup>nd</sup> house in the Village they rent which houses a tenant that cannot leave due to air restrictions, etc. The occupants or the owners are not bad actors. Prefer to leave it as is and not rent out again until this order is over.

Mayor Cunningham calls for vote on motion for amendment.

Attorney Dellagloria clarified amendment; in title after effective date of resolution; add providing for essential lodgers; in the body; take from County add all lodgers as listed in the County items as follows:

- Health care professionals,
- First responders
- National guard members
- Law enforcement
- State and federal employees
- Patient family members
- Persons displaced from fire and flood
- Persons sheltered from domestic violence
- Individuals temporarily reside in their home.

Verbage would be to exclude the people listed above from resolution parameters.

Mayor Cunningham called the vote on amendment to resolution.

**VOTE:** Passes (4-1) – Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-NO.

Vice Mayor questioned Village Attorney on intent of what is enforceable.

Attorney Dellagloria stated what is enforceable is that person can longer rent out property as short-term rental.

Attorney Dellagloria stated the intention behind this was that for 48 hours from now will be no more short-term rentals and the people will have to leave.

Councilmember Singer proposed how to fix the language; after 48 hours cannot sign a new lease; agree with Vice Mayor; why should homeowner have a penalty if renter will not leave due to what is going on in today's environment. Need to add another paragraph; not to penalize owner for bad actor the owner rented to.

Vice Mayor DuBois made a motion to add statement: As long as property owner exercises best efforts to try to get the occupant out of property within the 48 hour period, the occupant and the owner are both in compliance with both our two short-term rental Ordinances for registration and compliance will not be fined \$1,000 per day.

Councilmember Singer seconded motion.

Councilmember Fiore wanted to add "good faith effort" to motion.

Vice Mayor DuBois accepted addition to motion.

Councilmember Singer seconded with adding demonstrating good faith effort.

Attorney Dellagloria questioned if we are going to change this to not allow any new short-term rental agreements.

Attorney Dellagloria commented that he will go with the recorded record to add language to the resolution.

Mayor Cunningham called question for vote on 2<sup>nd</sup> amendment:

**VOTE:** Passes (4-1) - Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES, Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-NO

Mayor Cunningham called for roll call vote on Amended Resolution:

**VOTE:** Passes (4-1) - Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-NO

Mayor Cunningham questioned Village Attorney to allow Acting Clerk to read additional e-mail.

Attorney Dellagloria agreed to allow additional email to be read.

Acting Clerk Dodge read additional e-mail received during the meeting.

- Bill Kestel – 16720 SW 85 Avenue - Spoke about resident safety on the streets of Palmetto Bay. Have witnessed golf carts being driven by children without adults being present. Feels better enforcement on existing traffic laws. Certain streets are still cut through streets for traffic.

#### **4. COUNCIL COMMENTS**

Councilmember Singer questioned Interim Manager about two children getting hit on roadway.

Interim Manager Truitt didn't hear about this incident but will speak with Major Guerra. Officers are out patrolling roadways, enhanced patrolling on roadways. We have added a sergeant. Will get back to Council on incident after speaking with Major Guerra.

Councilmember Singer wished good health to Council and that everyone gets through this safely.

Councilmember Matson questioned the parameters around the Freebee operating in the Village from 7:00 am to 7:00 pm.; what parameters are around the declaration without Council approval.

Interim Manager Truitt responded that under the state of emergency spending is \$5,000.00. Relating to RFP's do not have to have three bids. Relating to the Freebee Village was being shorted hours. Director Torres looked into it- we were on verge of expanding freebee hours. Freebee best avenue to go with vs. I-Bus; only 1 or 2 people per Freebee ride. Freebee better to use relating to price.

Councilmember Matson questioned is there an upper limit on how much the Interim Manager can authorize without going to Council regarding Procurement.

Interim Manager Truitt stated the emergency only allows \$5,000. Per Charter Manager allowed up to \$25,000. Things we have to do now may not be popular; but it may be beneficial to increase awareness of social distancing. We do not want to close down restaurants; appreciate Council support on resolution.

Councilmember Fiore thanked all the Council and staff answering emails and calls from residents regarding air bnb's, etc. with school being out priority with police should be speeders on city streets. People are scared, we are all in this together and we all have a part to play.

Mayor Cunningham stated that we are in a precendeted times and unfamiliar times. There are no other group of Council members would want to serve with; each one brings your heart and soul; sweat and tears. Spoke that decisions we have to make may not always be popular; need to get through difficult times. Thanked Acting Clerk, Interim Manager Truitt and the Village Attorney and all staff for support.

## **5. NEXT MEETING AND ADJOURNMENT**

Councilmember Fiore made motion to adjourn. Vice Mayor DuBois seconded.

Mayor Cunningham adjourned the meeting at approximately 8:40 pm.

*Prepared and submitted by:*

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*Melissa Dodge, Acting Village Clerk*

*Approved by the Village Council on this 4th day of May, 2020.*

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*Karyn Cunningham, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Emailed Public Comments for Virtual Special  
Council Meeting – Monday, March 23, 2020**

## Melissa Dodge

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**From:** Melina Zervas <melina.artime@gmail.com>  
**Sent:** Sunday, March 22, 2020 11:54 AM  
**To:** Village Clerk  
**Subject:** March 23rd Meeting

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Hello,

This is in regards to the resolution requiring Village restaurants to wear masks while preparing food. What scientific evidence and/or medical professional was consulted in drafting this resolution? Who in the Village government is a qualified infectious disease specialist to determine that taking away masks from first responders and medical professionals is necessary in food preparation? Has the CDC recommended this? Has any other Miami-Dade government implemented this? What evidence is there that food preparation or ingestion will lead to transmission?

I am firmly against passing this resolution. This is a gross overstep by the Village council if this resolution was written out of fear and appropriate professionals were not consulted. There is a shortage of masks that should be reserved for medical professionals-those caring for the ill. You will also be putting more Palmetto Bay restaurants out of business while other area restaurants in Pinecrest, Cutler Bay, etc. will continue to prepare food. When this is over we will have more closed restaurants, a smaller tax base and a longer road to recovery.

Nothing about this makes sense and I urge the whole council to realize they are not infectious disease specialists and should not be writing health codes without the appropriate consultations, recommendations from appropriate agencies and evidence.

Melina Zervas  
14641 SW 83rd Court

## Melissa Dodge

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**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 3:16 PM  
**To:** Village Clerk  
**Subject:** Fw: Item 3A Should be rejected at Monday's meeting

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Brian Tannebaum <[btannebaum@tannebaum.com](mailto:btannebaum@tannebaum.com)>  
**Sent:** Sunday, March 22, 2020 1:40 PM  
**To:** Village Council <[Council@palmettobay-fl.gov](mailto:Council@palmettobay-fl.gov)>  
**Subject:** Item 3A Should be rejected at Monday's meeting

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Good afternoon.

I have been a resident of Palmetto Bay since before it was incorporated. I have never reached out to the council on any issue.

The thought of requiring restaurants, at this time, to wear masks while preparing food, or be shut down, is the worst use of government I have ever seen here.

The NC State statement on take out is that there is no evidence that there is an increased risk of contracting coronavirus by ordering take out, and that the proper protocol is to wash hands and use hand sanitizer. Nothing about masks.

Our restaurants are hanging on by a thread, some will close and never return. We have doctors (and I urge each of you to consult with at least one on this issue) who are screaming for more masks, even to the point of encouraging (successfully) the shut down of all non-emergency operations at dentist and orthodontist offices to save on the use of masks.

This requirement goes against everything the health care community wants at this time. Let's be a part of the solution, not an overbearing government passing resolutions that don't serve the current health care crisis.

Don't pass this, please.

**Brian Tannebaum** | Special Counsel to Bast Amron  
1 S.E. 3rd Avenue | Suite 1400 | Miami, Florida 33131  
553 E. Tennessee Street, Tallahassee, Florida 32308  
305.374.7850

[www.tannebaum.com](http://www.tannebaum.com)

***Author of The Practice: Brutal Truths About Lawyers and Lawyering,***

CONFIDENTIALITY NOTE: This is my "I'm a big bad lawyer" paragraph. This e-mail may be privileged and confidential, or it may just be in good fun and some of that typical banter that friends send around the internet. If you are not the intended recipient, pretend you didn't read it, ignore it, delete it, but please don't forward it. I could say that "dissemination, distribution or copying of this communication is strictly prohibited," but I'm not sure by whom.

**Melissa Dodge**

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**From:** Jeni Davenport <jenidavenport@yahoo.com>  
**Sent:** Sunday, March 22, 2020 5:30 PM  
**To:** Village Clerk  
**Subject:** Mask resolution

*- Palmetto Bay Resident*

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

**To the Village Council**

The mask resolution being proposed is wrong and dangerous on so many levels.

1. Masks are in short supply. Those that need them can't get them. They are in such short supply that we are in the process of converting our manufacturing business to make masks for the local hospitals. (and no not the things you see on Facebook, we are working with the hospitals)
2. It is fear mongering. Study's have shown that the transmission of Covid-19 in cooked food is next to impossible.
3. Restaurants are already struggling. Putting an impossible restriction on small, family owned businesses.
4. Stick to things that are within your scope of knowledge. No one on the council works for the CDC or is a medical professional. It is not the place of the council to make this types of recommendations.

Below is an infographic put together by NC state that I have verified with medical professionals and it is accurate.



# COVID-19 AND FOOD SAFETY IS CORONAVIRUS A CONCERN WITH TAKEOUT

CDC, FDA and USDA are not aware of any reports at this time that suggest COVID-19 can be transmitted through food packaging. Current evidence shows the biggest risk of transmission of COVID-19 is being around (and to a lesser extent, infected but not showing symptoms.) Food businesses should follow local health policies and health department recommendations to keep these individuals safe.

## WHAT ARE THE RISKS OF FOOD FROM TAKEOUT OR DRIVE-THRU FOOD?

- There is no current indication that takeout or drive-thru meals will increase illness.
- This option is a good risk management choice, especially for high risk and elderly groups because it helps maintain social distancing and reduces the number of touch points.

## WHAT ARE THE RISKS OF FOOD DELIVERED TO HOME?

- Similar to takeout, food delivery helps maintain social distancing and reduces the number of touch points between preparation and serving of food.
- Many delivery programs have also instituted no touch/no interaction options, which further reduces risk.

## CAN I GET COVID-19 FROM TOUCHING PACKAGING EXPOSED TO CORONAVIRUS?

- The risk of transfer of viruses is very low according to current research.
- To further minimize risk, handling food should be followed by handwashing and/or using hand sanitizer.

## WHAT HAPPENS IN YOUR BODY IF YOU DO INGEST CORONAVIRUS?

- If you consume food that is contaminated with coronavirus, the stomach acid should inactivate the virus since it is very acidic (pH 1-2).
  - Even if your stomach acid did not inactivate the virus, evidence shows the virus causing COVID-19 can start in the gastrointestinal tract.
- The only possible way to get sick is if, during eating, there is contact with a specific type of respiratory cells.
  - This scenario is highly unlikely and not concerning given what is currently known about modes of transmission for COVID-19.

**NC STATE**  
EXTENSION

Stay informed: [go.ncsu.edu/covid-19](https://go.ncsu.edu/covid-19)  
[www.cdc.gov/coronavirus/2019-ncov](https://www.cdc.gov/coronavirus/2019-ncov)  
Updated March 20, 2020

Please feel free to reach out with any questions or concerns.

Jeni Davenport

Palmetto Bay Resident

Sent from Yahoo Mail for iPhone

## Melissa Dodge

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**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 3:13 PM  
**To:** Village Clerk  
**Subject:** Fw: Reject item 3A on tomorrow's agenda

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Jennifer Gambill <gambill.jennifer@comcast.net>  
**Sent:** Sunday, March 22, 2020 4:42 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** Reject item 3A on tomorrow's agenda

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

I'm writing today to ask that you reject item 3A on tomorrow's agenda.

The requirement of masks for food service would only hurt Palmetto Bay residents and businesses. Masks are hard to find, and when found are unaffordable. I believe this item will put Palmetto Bay restaurants out of business.

If passed, restaurants to the north and south of us will still serve Palmetto Bay residents which means this measures attempt to protect residents would be useless in protecting residents and would only unfairly burden (and perhaps destroy) Palmetto Bay businesses.

And let's not forget the most important point in this conversation: the FDA and the CDC, as well as independent health experts, have repeatedly said there is no concern for this at this time if strict hygiene procedures are followed.

During this crisis, I ask that our officials should not be contributing to it by enacting measures to hurt Palmetto Bay businesses and residents and instead listen to the health experts on these topics.

Jennifer Gambill  
6213 Paradise Point Dr  
305.975.7176

<https://www.cnn.com/2020/03/20/health/food-safety-groceries-coronavirus-wellness/index.html>

<https://www.fda.gov/food/food-safety-during-emergencies/food-safety-and-coronavirus-disease-2019-covid-19>

Sent from my iPad

**Melissa Dodge**

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**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 3:13 PM  
**To:** Village Clerk  
**Subject:** Fw: CDC food Safety attachment.

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Tom Barbato <tlbarbato@aol.com>  
**Sent:** Sunday, March 22, 2020 5:05 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** CDC food Safety attachment.

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Sorry here is the attachment

Sent from my iPhone

## Melissa Dodge

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**From:** Robert Torricella <rtorricella@gmail.com>  
**Sent:** Sunday, March 22, 2020 7:45 PM  
**To:** Village Clerk  
**Subject:** Covid-19 and Hurricane Season

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Hi. I don't know if this Special Council Meeting will be the time for this discussion, but hurricane season is approaching and some residents (myself included) were considering work on our properties ahead of that time. I'm not sure what can be done now and I would be deferring work at the moment in any event until things clarify and settle a bit.

At some point, however, circumstances may allow for the completion of such work. I thought I'd raise the issue in the event that the Village needs to consider special permitting rules or procedures to minimize delays later on.

In that same regard, I imagine considerations regarding emergency response, shelters, etc., may need to be considered, in the event we still are dealing with these circumstances when the season arrives. I assume that you all have considered these issues, but thought I'd raise the points, just in case.

Thanks and regards,  
Robert Torricella

## Melissa Dodge

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**From:** Brian Crane <brian.e.crane1@gmail.com>  
**Sent:** Sunday, March 22, 2020 10:01 PM  
**To:** Village Clerk  
**Subject:** COMMENTS REGARDING PROPOSED RESOLUTIONS FOR 23 MARCH 2020 COUNCIL MEETING

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Ms. Arocha,

I received notice of the two proposed resolutions for tomorrow's virtual special council meeting today, and I would like to express my reservations about these resolutions as currently written.

While the residents of the village should be rightly attentive to recommended "best practices" for curtailing the spread of COVID-19, these resolutions should be reconsidered due to their potential negative consequences on individuals and businesses.

The proposal to require all staff to wear protective masks at restaurants and prepared food establishments appears to be problematic for several reasons. First, these masks appear to be in short supply, and with this not being a prior requirement, it is unlikely that many establishments have stocks on-hand. Second, supply chain problems may make it extremely difficult to obtain these items for days or weeks, forcing already hard-hit businesses to lose revenue - and families who seek dining options to lose them.

When I have visited area grocery stores over the past week, there have been very few options for fresh meat and poultry. Shutting down restaurants that already have ample stocks on hand denies citizens the ability to provide options for their families. This proposed resolution to require masks should be rejected as written.

The next proposal to limit vacation rentals of any duration in the village is another ill-considered proposal. Last year at this time, I had just relocated my family to South Florida for a new job after retiring from the military. We initially booked a hotel room as we began to learn our way around the area to visit potential houses we might purchase. After one hotel reservation expired, we needed to seek another room at a different hotel. Finally, after several weeks of house-hunting, the hotel room was simply too cramped for our family. We then began to search for a vacation rental that was appropriate for the size of our family and our price range. One of the largest sources of vacation rentals was to be found in the Keys, but that could be an unbearable drive for many due to their work location. Now, during the current crisis, Monroe County is imposing major travel restrictions as well. Cutting off vacation rentals has the potential to cause severe problems for families who are new to the area - and who need longer-term, flexible arrangements found in furnished rentals. This edict would also cause significant problems for owners who rely on income from these properties to pay their mortgages - likely resulting in foreclosures and major problems for the local real estate market. I also urge you to reject a broad ban on vacation rentals.

Thank you for your time and consideration of these comments.

Sincerely,  
Brian E. Crane  
7331 SW 165th Street  
Palmetto Bay, FL 33157  
E-mail: [brian.e.crane1@gmail.com](mailto:brian.e.crane1@gmail.com)  
Cell: 910-526-1957

## Melissa Dodge

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**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 3:13 PM  
**To:** Village Clerk  
**Subject:** Fw: Emergency Resolution 3A

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** staceydawn1@comcast.net <staceydawn1@comcast.net>  
**Sent:** Monday, March 23, 2020 1:07 AM  
**To:** Karyn Cunningham <kcunningham@palmettobay-fl.gov>; John DuBois <jdubois@palmettobay-fl.gov>; Patrick Fiore <pfiore@palmettobay-fl.gov>; David Singer <dsinger@palmettobay-fl.gov>; Marsha Matson <mmatson@palmettobay-fl.gov>  
**Subject:** Emergency Resolution 3A

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Dear Council,

There appears to be some confusion whether the use of face masks (and gloves) by food preparers is the proper protocol to protect the people they serve from contracting the invisible COVID-19. The discrepancy falls between the FDA stating that "Currently there is no evidence of food or food packaging being associated with transmission of COVID-19" and plain common sense. The truth is that there are not enough masks to protect health care workers, let alone food preparers. But that should not be a green light to allow food preppers to spread the virus.

We should expect that the FDA has not found the "evidence" considering this virus is in its infant stages. Especially since the CDC doesn't actually know how or why the virus is so highly contagious. If we are told to stay 6 feet away from people that we don't know may be carrying the virus, how can we allow people to prepare our foods without protecting the food from their germs? There is absolutely NO way of knowing if the food preppers are sneezing, coughing or touching their faces while preparing our foods.

It's understandable that the citizens of Palmetto Bay want a take-out option for their meals in these desperate times. It's also understandable that a food preparer would not know if they are a carrier. And if they aren't feeling well, they might still show up at work because they need to make their pay check.

Right now we are told by the scientists to self-isolate, if possible to work from home, and keep a distance of at least 6 feet away from another person that does not live in our households. It may not be the popular thing to do, but if it saves lives and badly needed hospital beds, mandating that food preparers protect the public from COVID-19 with masks and gloves, is the right thing to do for our health and safety.

It's true there is a massive shortage of face masks because our Federal Government was unprepared for this pandemic.

The safety of our residents is a priority right now. Let's not take chances by spreading the virus via food preparation. Let's focus on helping the local industry acquire the proper masks and gloves so they can get back to business.

Thank you,  
Stacey Kaufman  
14245 SW 68 Ave  
Palmetto Bay, Florida 33158

## Melissa Dodge

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**From:** Eric Tullberg <e341@bellsouth.net>  
**Sent:** Monday, March 23, 2020 1:30 AM  
**To:** Village Clerk  
**Cc:** Greg Truitt; Village Council  
**Subject:** Comment about powers in the State of Emergency prohibiting gasoline sales except in vehicle tanks.

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

A I note that on page 17 of the Agenda .pdf or p ¾ of Exhibit B MDC Declaration of State of Local Emergency – Section i) Action Options for State of Local Emergency allows the prohibition of gasoline sales except into vehicle gas tanks. I think that is an ill-considered move.

B Most people have gasoline lawn mowers. Very few have electric lawn mowers, whether rechargeable or corded. Even fewer have push-operated reel mowers. How are people supposed to cut their lawns? Also gas generators for hurricane use, chain saws, trimmers etc.

C Lawn Service, which most people use, (I do my own) would seem to be an activity that does not pose a risk to the spread of Covid-19. Crews are usually 2 to 3 people and it is unlikely they have travelled recently. They were probably to blame for most of the spread of Citrus Canker as they went from inside to outside the exclusion zone without disinfecting their equipment, but I cannot see how they are likely to spread Covid-19. Why put people out of work if it doesn't help stop the spread?

D If the fear is the preparation of Molotov Cocktails, surely terrorists know how to siphon gas from a tank by now.

E I would like to point out that walking and cycling are exercise activities that can be done alone or in small groups. Walk or bike around the Village and say hello to your neighbors from a safe distance. UV from sunlight kills the virus very quickly, its inside near many people that you are in danger.

Eric Tullberg PE 305-255-2594

**Melissa Dodge**

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**From:** Gary Pastorella <gpastorella@yahoo.com>  
**Sent:** Monday, March 23, 2020 10:09 AM  
**To:** Village Clerk  
**Subject:** Air B& B

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

My concern is that 14201 old Cutler rd location. Friday and Saturday they had a small party group from several different out of state cities cities. I know this as I spoke with them. They left Sunday morning not three hours later we now have a new group. They are still there. They are young adults and don't appear to be concerned with social distancing.

Gary Pastorella  
6940 sw 142 terr  
Palmetto Bay FL 33158

Sent from Yahoo Mail on Android

## Melissa Dodge

---

**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 3:59 PM  
**To:** Village Clerk  
**Subject:** Fw: Resolution on agenda tomorrow

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

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**From:** crcrair@aol.com <crcrair@aol.com>  
**Sent:** Monday, March 23, 2020 3:51 PM  
**To:** Karyn Cunningham <kcunningham@palmettobay-fl.gov>; Village Council <Council@palmettobay-fl.gov>; David Singer <dsinger@palmettobay-fl.gov>  
**Subject:** Resolution on agenda tomorrow

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

I am appealing to you as a daughter of a doctor to please do not entertain or vote in favor of making restaurants in Palmetto Bay wear masks. I would hope most places are using gloves and other safeguards at this time, but if you wanted to mandate that I would understand and support. Currently, the medical professions and others who are in direct contact of treating people with the COVID 19 virus don't have enough masks to protect themselves. Also, no where else in the country is this issue being mandated to restaurants. If this was a real concern, the CDC, Dr Fauci or other top authorities would have already put this in place. I also feel that by the council doing this for only Palmetto Bay restaurants - not Miami-Dade county (or the state of Florida), you are singling out our local restaurants that we should be supporting and frankly by passing this you could be financially bankrupting them. If you feel strongly about this topic and that the need of total protection is so necessary, I feel as a council you should send your requests to Miami-Dade Mayor Gimendez or our state governor, Mr Desantis, but by putting this on our Palmetto Bay restaurants, that will make them close and all restaurants in the adjoining areas of Pinecrest, Cutler Bay, etc will get the Palmetto Bay business. It won't be enough to protect people from getting sick if they drive 10 minutes away where there is no restriction. Think about this. I feel this is a knee jerk reaction that shows no real benefit but lots of negatives and hardship.

**Per the CDC, if you are not infected you should NOT be wearing a mask.** Same for restaurants. Since the supply of masks is so low that those in need are begging for even homemade masks, I feel that this resolution is borderline criminal to force this on a specific group (Palmetto Bay) food services where it has been shown that the chance of spreading the germ by the cook is a very, very low chance. (Take a minute and google this - I did!)

If the Vice Mayor is so concerned about eating food out from our local restaurants then he should by all means, not order or take out from any restaurants. It's his right as an American. But please while there is already a shortage of masks for first-responders, medical professionals, etc. to approve this is irresponsible in my opinion and those who do pass this from our village council will pay dearly from the residents when they hear about this move.

I care about our village but I care more about **NOT PROTECTING THE PEOPLE WHO DEARLY NEED THESE LIMITED RESOURCES.**

I hope you all consider what I am asking you to do with the proposed resolution. Again, if you feel that this is of such importance than please as a council appeal to the mayor for **ALL of Miami- Dade county** or the governor for **ALL of**

**Florida** (shoot, even our President for **ALL of the USA**) to mandate this of **ALL** restaurants, but to single out the very restaurants that are our local Palmetto Bay businesses is not only cruel but literally putting many out of business. By the way, I am NOT a restaurant owner. )I am a stay at home mom (which is now more popular than I before!) and I am in my late 50s so I do understand the risks involved. I just think this is not the right thing to do.

Appreciate all your hard work you continue to do and again please think this one out before you vote.

Best regards,

Nancy Crair  
786/387-5852

## Melissa Dodge

---

**From:** Ed Palacio <edpala@bellsouth.net>  
**Sent:** Monday, March 23, 2020 4:46 PM  
**To:** Village Clerk  
**Subject:** 3/23/20 SPECIAL VILLAGE COUNCIL MEETING - Public Comment

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Good evening Council Members, I would to first thank you for keeping a "level head" during these difficult times.

Related to Agenda Item 1:

I feel like our Village Council is not really qualified to make this determination without some facts suggesting that masks and gloves will deter the spread of the corona virus. I am also guilty of not being an expert but we have seen many false statements recently in our emails, txt, media etc related to the virus. One article suggests that food cannot really hurt you even if contaminated because ou stomach acids would destroy it...again I have no idea how accurate this is.

What I am getting at is we need to use CDC guidance or some other legitimate agency. If they suggest masks and gloves for food establishments then I agree with the item however if there is no guidance then I would prefer not putting this burden on small businesses. First masks and gloves are extremely hard to find and second our hospitals and first responders cannot not afford a shortage of these necessary items.

Related to Agenda Item 2:

I agree with this item but I feel there needs to be a commonsense approach and forgive me if there is additional backup information attached to this item that I did not read. I also do not know what we consider short-term rentals. My comment is that NEW or Future short-term rentals should NOT be allowed but if someone just came down last week to stay two months in Palmetto Bay they shouldn't be asked to pack up and go. That wouldn't do anyone any good. Again, if I misread this item please forgive me,

thank you,

Ed Palacio

## Melissa Dodge

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**From:** SteveK <stevekpby@bellsouth.net>  
**Sent:** Monday, March 23, 2020 5:26 PM  
**To:** Village Clerk  
**Cc:** Steve K; Village Council  
**Subject:** Public Input Mar 23, 2020

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Steve Kreisher  
18201 SW 98 AVE

IMO Parks and Public Services field employees could be out there in the fresh air 'solitary and wearing masks and gloves protection' while doing their jobs. Then Parks can be "monitored" by staff, not Police unless needed for an emergency, for "habitants" or "safety concerns/accidents", and "group restrictions", while "cleaning" and even painting, and "other needed maintenance" while public use is minimal. Especially parks with water involved during the heat, a temptation as well as a safety issue potential if unmonitored.

Public Works can be out there monitoring and cleaning drains/swales from litter and debris and noting roads/sidewalks/signs needing repairs along their paths, as well as disinfecting and/or pruning the v-hall property.

If construction can go on all around me with that awful "beep, beep, beeps" all day long (Saturday night and Sunday morning as well) and the banging and crashing as well, then VPB employees can be out there "working" in fresh air too, keeping contact surfaces sterile and the village pristine looking.

*The staff visibility with "protection in use" could be a good reminder for the public that the current Situation is serious, and being enforced and keeping the village assets "protected and clean", and not abandoned!*

*Thank you.*

**Melissa Dodge**

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**From:** Kristen Markovich <kmarkorealtor@gmail.com>  
**Sent:** Monday, March 23, 2020 5:47 PM  
**To:** Village Clerk  
**Subject:** short term rentals

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Dear Mayor, Vice Mayor & Council members:

Thank you for considering a total shut down of short terms rentals in the Village during the emergency mandate. As I have already advised you over the weekend, the Airbnb rental located across the street from my residence had numerous vehicles parked there throughout the weekend. Now we have two confirmed cases of Covid-19 in Palmetto Bay.

I understand we have no way of knowing how our residents were infected, but we can at least be prudent and insure our residents that we will not be infected by people coming and renting houses from outside our neighborhood.

Thank you for your consideration in this matter.

--

Best Regards,

*Kristen Markovich, P.A.*

Real Estate Advisor

Global Relocation Specialist

Ph: 305-613-4379

Email: [KMarkoRealtor@gmail.com](mailto:KMarkoRealtor@gmail.com)

[www.KMarkoRealtor.com](http://www.KMarkoRealtor.com)



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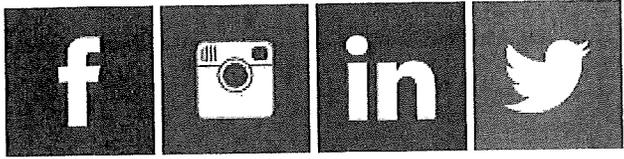
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## Melissa Dodge

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**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 6:22 PM  
**To:** Village Clerk  
**Subject:** Fw: Ref masks for food workers

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Wendy Martinez <wendymar007@gmail.com>  
**Sent:** Monday, March 23, 2020 6:21 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** Ref masks for food workers

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

I think it is an excellent idea for food preparers to wear masks and gloves. No one has said that transmission is impossible

Even scarves, bandanas , anything is better than nothing

Wendy Martinez  
26406 Pine Canyon Dr, Spring, TX 77380

## Melissa Dodge

---

**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 7:25 PM  
**To:** Village Clerk  
**Subject:** Fw: Restaurant Masks

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Bill Gibson <bgibson77@gmail.com>  
**Sent:** Monday, March 23, 2020 7:18 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** Restaurant Masks

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Watching live on line- the mask issue- asking restaurants to have -homemade coverings is asking to open up a whole other can of worms with regards to germs and food safety.

If a cheap mask is not available- they use a scarf- where does the scarf come from? is it sanitary ? They will be touching there scarf or face covering and then touching food.

Thanks  
Bill Gibson

## Melissa Dodge

---

**From:** Karyn Cunningham  
**Sent:** Monday, March 23, 2020 7:25 PM  
**To:** Village Clerk  
**Subject:** Fw: home-made masks

Best regards,  
Mayor Karyn Cunningham  
Village of Palmetto Bay  
305-904-1805

Please Note: Florida has very broad public records laws. Most written communications to or from local officials regarding official business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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**From:** Henry Clifford <harryhenry@gmail.com>  
**Sent:** Monday, March 23, 2020 7:07 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** home-made masks

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

You are missing the idea with what you think you are reading about masks. They say that n-95 masks won't protect you, Mr. Singer read that a bandana won't protect you. You are not recognizing directionality.

The purpose of the mask (or bandana) is not to protect YOU from getting infected (the particles are very small, the mask seals are not air-tight). It is to protect OTHERS from you. (especially if you are a short-order cook, or server).

The mask (or bandana) will keep your snot, and the droplets in your breath containing the virus) from leaving the mask (or bandana).

We were taught, as paramedics, when dealing with a TB patient, to put the mask on the patient first, to keep his germs to himself.

Henry

## Melissa Dodge

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**From:** Bill Kestel <bill.kestel@yahoo.com>  
**Sent:** Monday, March 23, 2020 7:36 PM  
**To:** Village Clerk  
**Subject:** Fw: Virtual meeting question

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

----- Forwarded Message -----

**From:** bill.kestel <bill.kestel@yahoo.com>  
**To:** "kcunningham@palmettobay-fl.gov" <kcunningham@palmettobay-fl.gov>  
**Sent:** Monday, March 23, 2020, 04:36:23 PM EDT  
**Subject:** Virtual meeting question

What if anything is being considered regarding Resident Safety on the streets of Palmetto Bay. Yes there is little to no traffic, however many who are on the road are speeding recklessly and dangerously now that there is little to no Police Patrolling of drivers. In the last few days I have witnessed two young boys get hit by a car on 184/Franjo, speeding vehicles on Palmetto Bay main roadways and more dangerously thru neighborhood roads that are not licensed to be on the road such as 4 wheelers and other off road vehicles in large numbers. I have also witnessed many golf carts and a few other vehicles being driven by Children with or without Adults present. This is a very dangerous scenario with many out in the streets walking, biking and exercising since the majority of VOPB has no sidewalks. Maybe a Village wide stepped up Enforcement to enforce existing traffic laws and some sort of plan moving forward if further protective measures are required to that restricts any non essential traffic to the main Arterial roadways in order to protect those of us who are out on the street. There are a few residential streets still acting as cut thru streets and the dangerous distracted driving is evident.

I understand this may be a low priority during these difficult times however watching two kids get hit by a car is ENOUGH !!

Thank You for considering this,  
Bill Kestel,  
16720 sw 83 ave

Sent from my Sprint Samsung Galaxy S9+.



**ITEM 3B**

**Minutes-Virtual Regular Council Meeting  
Monday, April 6, 2020 – 7:00 PM**

**1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT:**

Mayor Cunningham called the meeting to order at 7:00 PM.

The following members of Council were present:

Mayor Karyn Cunningham  
Vice Mayor John DuBois  
Council Member Patrick Fiore  
Council Member David Singer  
Council Member Marsha Matson

The following members of staff were present:

Interim Village Manager Gregory Truitt  
Village Attorney John C. Dellagloria  
Acting Village Clerk Melissa Dodge

Interim Manager Truitt led the pledge of allegiance.

Interim Manager Truitt announced all Directors who were present virtually.

Acting Clerk announced that Items 4A and 4B were timely pulled.

**2. REQUESTS, PETITIONS AND PUBLIC COMMENTS**

**3. APPROVAL OF MINUTES**

Acting Clerk Dodge stated no minutes to approve.

**4. CONSENT AGENDA-moved to Resolutions with Public Comment**

**5. REQUESTS, PETITIONS AND PUBLIC COMMENTS**

Mayor Cunningham opened up Public Comments.

Acting Clerk Dodge read General Public Comments:

- Steve Kreisher, 18201 SW 98 Avenue – Spoke regarding Franjo Road Projection on completion; punch list final approval and actual cost. He commented that the contractor could be working harder to finish Franjo Road while traffic is at a minimum. Feels Village of Palmetto Bay could monitor the contract performance for a higher quality outcome.

- Representative Vance Aloupis, 8500 SW 92<sup>nd</sup> Street – Thanked the Mayor and Village Council for their leadership during these difficult times. Sent prayers for all families of Palmetto Bay to be safe and healthy. Provided information about his office working seven days a week answering constituent calls and distributing resources to residents across his district. Provided his office number for any questions.
- Eric Tullberg, 7884 SW 179 Terrace – Spoke that outdoor activities such as walking, running and cycling can be easily done alone or in small groups. He suggested the Village post the bike map on the website so people know where they can ride safely.
- Rabbi Zalman Gansburg, 16721 SW 78 Court – Provided words of love and concern to the elected officials and the community of Palmetto Bay. Provided reflection to all regarding the blessings of life and respect for life.
- Mark Merwitzer, former chair of the Youth Community Involvement Board- currently a sophomore at the University of Florida – spoke regarding COVID-19 and the State and Local response. Mr. Merwitzer provided suggestions to Council to draft for policy such as: 1) providing water for those having to wait outside of a business establishment; 2) deferral of property tax collection or property tax refund; 3) Urging paid sick leave and 4) allow for people to exclusively use pharmacies and not have said person count towards the occupancy limit.

## 6. VILLAGE MANAGER'S REPORT

- Emergency Order- COVID-19 Update

Interim Village Manager Truitt provided Village Manager's Report

- Village Police Commander Report

Major Guerra provided Village Police Commander's Report

## 7. VILLAGE ATTORNEY'S REPORT

- Litigation update

Attorney Dellagloria provided report regarding meetings held with John Quick from Weiss Serota law firm on the Bert Harris issue.

Attorney Dellagloria spoke regarding the Village Manager selection process. He indicated that the firm selected is still on schedule but asked

the Council if they wanted to move the interview process to either week of April 27<sup>th</sup> or first week of May. The attorney stated he is looking for Council direction.

Mayor Cunningham posed the question to Council regarding changing the week to first week of May for interviews.

Council decided due to the present circumstances to push the interview date further out and to bring the item back to the May Council meeting.

## **8. VILLAGE CLERK'S REPORT**

- Calendar update (public meetings for April 2020)

Acting Clerk Dodge read the calendar report for the month of April.

Attorney Dellagloria commented that the Charter Revision Commission cannot be held as a call-in meeting.

Interim Manager Truitt stated that the chairman of the Charter Revision Commission will have the capability to mute the public but allow public comments to take place at certain parts of the meeting.

The Village Attorney stated that he wanted to speak with the Interim Manager and Deputy Manager regarding the meeting.

Mayor Cunningham questioned the April 20, 2020 zoning hearing and how it would take place.

Director Pineda responded that the meeting would open and will be continued to a specific date to defer advertising costs. Director Pineda will get back to Attorney on the 120-day date on the zoning in progress. Attorney Dellagloria commented that until we have the final word on the State of Emergency regarding the zoning in progress automatically being extended, he could not provide an exact answer.

## **9. BOARD AND COMMITTEE REPORTS**

Acting Clerk Dodge stated no reports for approval.

## **10. RESOLUTIONS WITH PUBLIC COMMENT**

- 4A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO ROADWAYS; APPROVING THE DESIGN SUPPLEMENTAL TO THE ROADWAY IMPROVEMENTS BIKE LANE CONSTRUCTION

PROJECT ON SW 136TH STREET PREVIOUSLY APPROVED BY RESOLUTION 2019-28; REVISING THE PLANS FROM A BICYCLE FACILITY TO A SHARED-USED PATH FACILITY TO INCLUDE REVISED ROADWAY, PAVEMENT MARKINGS, SIGNAGE, AND LANDSCAPE PLANS AND BONNETED BAT SURVEY; AUTHORIZING THE INTERIM VILLAGE MANAGER TO AMMEND THE CONTRACT WITH RJ BEHAR TO INCLUDE THESE REVISIONS NOT TO EXCEED \$58,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

Councilmember Matson moved Item 4A. Item 4A seconded by Councilmember Singer.

Acting Clerk Dodge read Item 4A.

Interim Village Manager Truitt provided staff report for Item 4A.

Councilmember Singer stated he pulled Item 4A from Consent because the prior Council voted to approve bike path and sidewalk on either side of 136 Street; with a 10 foot sidewalk on Palmetto Bay Side. He stated that the Council has never been shown at a Council meeting what the new sidewalk plans, and tree planting will be from Miami-Dade County.

Attorney Dellagloria stated Miami-Dade County makes the final determination.

Councilmember Matson questioned the landscape plan regarding what the tree board recommended. County mandate per code only plant noninvasive plants.

Interim Manager Truitt stated that in a public meeting by landscape architect; trees would be planted according to County code with recommendations by tree board.

Councilmember Matson commented that two meetings took place with 136<sup>th</sup> street construction; one in Pinecrest and one in Palmetto Bay; she asked the project coordinator to extend the path to Old Cutler Road, to be part of a continuous bike perimeter path which Council previously approved.

Interim Manager Truitt explained County would not do that due to construction work and tear back up. Two traffic circles are slated and are funded by County will be going forward.

Director Torres stated would be captured at time of construction.

Councilmember Fiore supports resolution.

Mayor Cunningham supports resolution all connected with circles and bridging.

Councilmember Singer indicated it was never brought up to Council to switch from original design and only do 136<sup>th</sup> street side. Council and administration not following policy and procedure.

Councilmember Singer stated presentation done for residents but never brought back to Council.

Councilmember Matson will not support resolution.

Interim Village Manager indicated for the item to brought to Council the planners would have to be brought back in to present to Council.

Vice Mayor DuBois stated he understands procedural request that Councilmembers Singer and Matson are asking for; how would this be any different; is there anything substantial that either Councilmember would change.

Councilmember Matson stated that the proper procedure wasn't followed; would like to see the landscaping plan and can the traffic engineer extend the bike path. I would like to see these items on the plan.

Councilmember Singer would like to see the plan; I haven't seen the plan yet.

Vice Mayor DuBois stated he was aware of the item on the agenda. He spoke that he hasn't seen the plan but stated he trust the tree board to make decisions on landscaping issue that they have done.

Mayor Cunningham called the question for vote.

**VOTE:** Passed (3-2) Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-NO; Councilmember Marsha Matson-NO

- 4B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO TRAFFIC CALMING PROJECTS; APPROVING THE SELECTION OF MAGGOLC, INC. FOR THE INSTALLATION OF UP TO 24 PERMANENT SPEED TABLES WITHIN THE VILLAGE; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH SAID COMPANY FOR AN AMOUNT NOT TO EXCEED \$151,200; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 4B moved by Councilmember Fiore. Seconded by Vice Mayor DuBois.

Acting Clerk read Item 4B.

Interim Manager Truitt provided staff report.

Councilmember Singer stated he pulled the item to make sure policy and procedure were being enforced; are we following ordinance that Council voted on for where speed tables are being placed. He also stated to wait until COVID 19 matter is over.

Mayor Cunningham stated that she pulled the item, in support of speed tables. She stated that she didn't think it would be necessary to bring item at this time; bring the item back in June when public comments can be made in person by residents.

Vice Mayor Dubois made motion to move item to the June Regular Council Meeting. Motion seconded by Councilmember Singer.

Mayor Cunningham asked for roll call vote:

**VOTE:** Passes (5-0) to defer item to the June Regular Council meeting. – Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

Interim Village Manager Truitt questioned Council regarding one speed hump that needs replaced to move permanent speed hump that is extremely high; under \$25,000.

Mayor Cunningham responded to Interim Village Manager that it's within his spending authority.

- 10A. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO ISSUE AN EXECUTIVE DECLARATION CALLING FOR A 10:00 P.M. TO 5:00 A.M. CURFEW THROUGHOUT THE BOUNDARIES OF THE VILLAGE OF PALMETTO BAY; PROVIDING FOR EXCEPTIONS, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member David Singer)*

Councilmember Singer moved Item 10A. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 10A.

Acting Clerk Dodge read public comments for Item 10A:

- Steve Kreisher, 18201 SW 98 Avenue – Spoke regarding the time of the curfew in the resolution; why not 11:00 pm to 5:00 am and he urged the Council to vote Yes as amended.

Councilmember Singer provided staff report.

Councilmember Singer commented that he doesn't have a problem moving curfew to 11:00 pm.

Vice Mayor DuBois commented that he doesn't want to put prohibition on the three cities; Palmetto Bay, Pinecrest and Cutler Bay due to the fact the we don't have congregating groups in the downtown areas as compared to Miami Beach, Coral Gables, and Homestead.

Interim Manager Truitt stated the only city south of SW 8<sup>th</sup> street to institute a curfew is Homestead. It's unenforceable; asking officers to make contact with people unnecessarily.

Major Guerra has found that citizens respond well in Palmetto Bay; this would be hard to enforce, and jails are not taking people for misdemeanors.

Interim Manager Truitt commented that the County has an ordinance for curfew violation for juveniles out after midnight.

Councilmember Fiore commented that he would like to see this item come back at a future meeting.

Mayor Cunningham commented that unless this is a county wide initiative; it would likely be problematic. Most of the cities that implemented a curfew; have their own police departments. I like the idea of a curfew with the implementation of the following:

- Give Manager opportunity by executive order to enact a curfew at any point if deems appropriate.

Attorney Dellagloria commented that the Manager can enact under executive order a curfew and under the Ordinance.

Mayor Cunningham stated that we could change the item to urge the County Mayor to make that determination and create an executive order for all of Miami-Dade County.

Vice Mayor DuBois commented cities have different needs, demographics and different concerns. I've spent time with medical professionals they are very cognizant of transmission of virus, law enforcement doesn't have enough PPE. He stated that to expose police officers unnecessarily; most crime committed in younger age groups, disregarding curfew.

Councilmember Singer spoke that the Vice Mayor has made him change his decision and will support item. He stated that the Village Manager should be able to put into effect an emergency order. It should be done on a County wide basis.

Mayor Cunningham made a motion to give the ability to the Village Manager to enact an emergency order for a curfew.

Vice Mayor DuBois made motion for Village Manager to have the ability to enact emergency powers. Seconded by Councilmember Singer.

Attorney Dellagloria stated the motion would be to amend the resolution to direct the Interim Village Manager to determine the urgency to declare a curfew and the authority to institute a curfew.

Vice Mayor Dubois wanted the following added to the amendment - when instituting the curfew to reach out to the cities of Pinecrest and Cutler Bay city managers to put curfew in their cities too.

Mayor Cunningham called for a vote on 1<sup>st</sup> amendment:

Moved by Vice Mayor DuBois; Seconded by Councilmember Singer.

**VOTE:** on 1<sup>st</sup> Amendment: Passes 5-0-Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

Vice Mayor DuBois made a motion to give Manager authority to contact the city managers of Pinecrest and Cutler Bay to request when Palmetto Bay issues curfews to have them issue reciprocal curfews in their cities.

Vice Mayor moved motion. Seconded by Councilmember Singer.

Mayor Cunningham calls for question for vote on 2<sup>nd</sup> amendment for Item 10A:

**VOTE:** on 2<sup>nd</sup> Amendment – Passes (5-0)-Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

Vote on Item 10A with amendments:

**VOTE:** Passes (5-0)-Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

- 10B. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MAYOR OF MIAMI-DADE COUNTY, FLORIDA TO IMMEDIATELY ISSUE AN EMERGENCY ORDER REQUIRING ALL MIAMI-DADE COUNTY RESIDENTS TO SHELTER-IN-PLACE, AND TO INCLUDE ENFORCEMENT PROVISIONS IN THE ORDER;

PROVIDING FOR AN EFFECTIVE DATE (*Sponsored by Mayor Karyn Cunningham*)

Item 10B moved by Councilmember Singer. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 10B

Mayor Cunningham provided staff report on Item 10B

Acting Clerk Dodge read public comments for Item 10B:

- Eric Tullberg, 7884 SW 179 – Spoke regarding providing exceptions for necessary and desirable activities. Outside UV light disinfects reasonably well as long as social distance is observed.
- Steve Kreisher, 1802 SW 98 Avenue – Spoke regarding the police effectively enforcing this item and what penalty to the violators.

Council discussion continued regarding the enforcement of this item and how would the County be involved.

Councilmember Matson commended Mayor Cunningham for bringing this item forward.

Councilmember Singer spoke in favor of the item.

Councilmember Fiore in support of the item and stated this is the worst crisis in Country since WWII.

Vice Mayor DuBois spoke in support of the item.

Mayor Cunningham called question for vote:

**VOTE:** Passes (5-0) – Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

- 10C. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO ISSUE AN EXECUTIVE DECLARATION THAT NO EMPLOYER IN THE VILLAGE OF PALMETTO BAY PREVENT OR PROHIBIT AN EMPLOYEE FROM WEARING PROTECTIVE PERSONAL EQUIPMENT; REQUIRING BUSINESSES TO OBSERVE DISTANCE SEPARATIONS OF NOT LESS THAN SIX (6) FEET BETWEEN INDIVIDUALS; ESTABLISHING AN EFFECTIVE DATE (*Sponsored by Councilman David Singer*)

Item 10C moved by Councilmember Singer. Seconded by Councilmember Patrick Fiore.

Acting Clerk Dodge read Item 10C.

Acting Clerk Dodge read public comments.

- Steve Kreisher, 18201 SW 98 Avenue – Spoke to urge the Council to amend the resolution to recommendation only and to vote yes as amended.
- Eric Tullberg, 7884 SW 179 Terrace – Spoke to urge the Council before you require masks make sure they are available.

Councilmember Singer provided staff report on Item 10C.

Vice Mayor DuBois made a motion to send approved resolution to the County Mayor.

Councilmember Singer commented that an amendment be exclusive of any employee working at said establishment to not less than 1 shopper per 250 sq. ft of space.

Councilmember Matson spoke while visiting Publix twice recently that she observed some employees wearing masks.

Mayor Cunningham spoke that when the Council heard this item previously, we didn't make it more than a recommendation.

Mayor Cunningham spoke that other municipalities are making it mandatory for restaurants in food distribution to wear masks.

Mayor Cunningham would be amendable to add that businesses wear masks where cannot adequately socially distance.

Lt. Rodriguez urged the Council to include language consistent with CDC guidelines.

Vice Mayor DuBois stated very familiar with CDC guidelines; would not advise adding language.

Interim Manager Truitt commented that Mayor of Miami-Dade County sent out a new order that stated all essential businesses are encouraged to allow employee to wear masks.

Interim Manager Truitt stated that the Village has to have the ability to feed our public; Miami-Dade County cannot feed everyone if you put

these layers on to businesses. Spoke to advise the Council to guide very carefully.

Vice Mayor DuBois commented that Jackson South Hospital is located in zip code 33157; therefore, the numbers are higher but not necessarily residents.

Vice Mayor DuBois spoke about being supportive of a credible problem where the store stated during public comments couldn't wear masks; that policy just changed in the last 24 hours at that grocery store.

Councilmember Fiore spoke in support of the first part of the item as it stands. He agreed with what County order said regarding encourages employees to wear masks.

Attorney Dellagloria read part of proposed resolution Section 1, 2 & 3.

Councilmember Singer commented that encouragement should stand in the resolution.

Vice Mayor DuBois made a motion to amend resolution by stated that an employer may not prohibit them from wearing masks; if employee is fired for wearing masks; it is much more likely that employee would not be fired for wearing masks if we have this resolution.

Attorney Dellagloria stated amendment: The Village Council of Palmetto Bay directs the Interim Village Manager to issue a declaration to help mitigate the spread of COVID-19 virus by ordering the following: that all employees of businesses permitted to be open in the Village of Palmetto are not permitted to prevent any and all employees from wearing personal protective equipment including but not limited to gloves, masks, goggles or any other equipment recommended by the CDC to control the spread of COVID-19.

Vice Mayor DuBois stated that no enforcement should be stated.

Vice Mayor DuBois made motion to amend the resolution as stated by the Village Attorney. Seconded by Councilmember Fiore.

**VOTE:** Passes (5-0)

Mayor called vote for resolution as amended.

**VOTE:** Passes as amended (5-0)-Mayor Karyn Cunningham-YES; Vice Mayor John DuBois-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-YES; Councilmember Marsha Matson-YES

**11. EMERGENCY ORDINANCE**

AN EMERGENCY ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONFIRMING THE DECLARATION OF A STATE OF EMERGENCY FOR THE VILLAGE OF PALMETTO BAY INITIALLY ISSUED ON MARCH 13, 2020, AND CONFIRMING ALL SUBSEQUENT EXTENSIONS TO DATE, FOLLOWING A STATEWIDE EMERGENCY DECLARATION BY THE FLORIDA GOVERNOR THROUGH EXECUTIVE ORDER 20-52, RELATED TO THE COVID-19 PANDEMIC; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.  
*(Sponsored by Administration)*

Item 11 moved by Councilmember Singer. Seconded by Councilman Fiore.

Acting Clerk Dodge read Item 11.

Attorney Dellagloria provided staff report for Item 11.

Mayor Cunningham called vote:

**VOTE:** Passes (5-0) unanimously

Vice Mayor DuBois left the meeting prior to Item 13A being heard.

**12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

**13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENT**

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(V) OF THE VILLAGE'S ZONING CODE; REQUIRING NEW ZONING APPLICATIONS TO MAKE A PRESENTATION BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT; PROVIDING THAT A MEETING SHALL BE HELD AT *LEAST TWO TO FOUR WEEKS PRIOR TO COUNCIL DELIBERATIONS* ON A PROPOSED PROJECT; PROVIDING THAT NO MEETINGS BE SCHEDULED DURING MIAMI-DADE COUNTY PUBLIC SCHOOL HOLIDAYS, SPRING, SUMMER OR WINTER BREAKS AND FEDERAL HOLIDAYS; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKE PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR AN EXEMPTION FOR PROJECTS ONLY REQUIRING ADMINISTRATIVE APPROVAL; REPEALING

RESOLUTION 2018-14, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 13A moved by Councilmember Matson. Seconded by Councilmember Fiore.

Acting Clerk Dodge read Item 13A.

Acting Clerk Dodge read public comments for Item 13A:

- Eric Tullberg, 7884 SW 179 Terrace – Spoke about the applicant should be able to make their presentation with questions and comments afterward.
- Steve Kreisher, 18201 SW 98 Avenue – Spoke in support of this item. Also, this summertime should be used to correct the Downtown Code before the total ruin of the area. Spoke to amend strike exemption (d) due to lack of transparency of Administration's backroom deals and vote Yes as amended.
- Graham Penn, 200 S. Biscayne Blvd, Suite 850 – Mr. Penn thanked Councilmember Matson for revisiting the ordinance. Mr. Penn spoke that this ordinance may slow down the development process for some landowners. He proposed a revision to the ordinance to prevent an informational meeting from being held only if the proposed project itself is subject to Zoning-In-Progress or a moratorium.

Director Pineda provided staff report for Item 13A.

Councilmember Matson made correction to Line 9 where stated – “at least” text of ordinance should be “between”.

Councilmember Matson made correction line 12 to state public school holidays appear in text of ordinance.

Councilmember Fiore spoke in support of item but need to add language for unusual circumstances (school may not resume in school classrooms until September).

Councilmember Singer spoke that this isn't the proper time for this Ordinance to be voted upon on the internet.

Attorney Dellagloria spoke regarding adding language in the exemption Section D: will not apply to 1) any development that can be administratively approved by the Planning and Zoning Department and 2) any exigent circumstances as approved by the Council.

Director Pineda spoke that 9 applications are in the que.

Director Pineda spoke that only one held community meeting; one is a commercial property and can be approved administratively.

Mayor Cunningham spoke that she will support item.

Attorney Dellagloria spoke that item can be brought back to fix items on appropriate readings.

Director Pineda spoke that meetings have been held since resolution was approved to hold meetings. The intent of the resolution is still the same.

Attorney Dellagloria spoke that the Ordinance repeals the prior resolution; however, all the provisions of the prior resolution are in this Ordinance. We would be adding the additional items as Councilmember Matson required.

Councilmember Matson spoke that she will accept the language for unusual circumstances. She also spoke regarding Councilmember Singer's comments that we need to get this in place so that the residents will know exactly when meetings will be, and she understands this is an uncomfortable time to do this. She spoke that we need more transparency.

Councilmember Singer spoke that cannot pass ordinance now when residents cannot be heard.

Councilmember Fiore made motion to amend Ordinance and add language for unusual circumstances. Seconded by Councilmember Matson.

Mayor Cunningham called for vote on amendment:

**VOTE:** Passes (3-1) – Mayor Karyn Cunningham-YES  
Councilmember Patrick Fiore-YES; Councilmember David Singer-NO;  
Councilmember Marsha Matson-YES

Mayor called for vote on amended ordinance on 1<sup>st</sup> reading:

**VOTE:** Passes (3-1) -Mayor Karyn Cunningham-YES; Councilmember Patrick Fiore-YES; Councilmember David Singer-NO; Councilmember Marsha Matson-YES

B. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES ENTITLED "ENVIRONMENT" REGARDING

SINGLE-USE DRINKING WATER PLASTIC BOTTLES; PROHIBITING THE SALE, DISTRIBUTION OR USE OF SINGLE-USE DRINKING WATER PLASTIC BOTTLES ON VILLAGE PROPERTY; BARRING THE USE OF VILLAGE FUNDS FOR PURCHASE OR DISTRIBUTION; PROVIDING FOR DEFINITIONS, EXEMPTIONS, ENFORCEMENT AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John Dubois)*

Item withdrawn by sponsor Vice Mayor DuBois.

#### **14. OTHER BUSINESS**

Councilmember Matson spoke to urge the Council have the Interim Manager hire a temporary construction manager to get Franjo Road Project completed.

Councilmember Matson posed questions to Interim Village Manager:

Reviewer for cut for farm stores driveway.

Manager responded that manager authorized cut for farm stores driveway.

Councilmember Matson questioned who made decision to close off driveway.

Interim Manager Truitt responded decision was made by prior Village Manager.

Councilmember Matson questioned if there were plans for closing it.

Interim Manager Truitt responded that yes, plans would have called for it.

Councilmember Matson questioned who will pay for cut through driveway.

Interim Manager Truitt responded that Village will be paying for it and the cost will be approximately \$24,000 overall.

Director Torres responded that the final amount will be around \$13,000.

Councilmember Matson questioned why the swale on 180 Street has been dug up.

Interim Manager Truitt responded that the street wasn't completed.

Councilmember Singer left the meeting at 10:20 pm.

Councilmember Matson explained that she is asking these questions because she doesn't know the answers.

Councilmember Matson questioned who is paying for the work and the potential paving on 180<sup>th</sup> Street, where the asphalt paving being ripped up.

Interim Manager Truitt responded that part of the contract, north side of 180<sup>th</sup> Street; done by Atlantico; now the South side is being done (was never done before). The South side is receiving drainage etc.

Councilmember Matson questioned if Guava Street is going to be restored with its access to Franjo Road.

Interim Manager Truitt responded that I would not want to go into Guava street at present time; would like to speak with you and the Attorney as far as future development.

Councilmember Matson questioned if Guava street was part of original plan.

Director Torres responded that the closing of Guava street was given from the direction of the previous manager.

Interim Manager Truitt responded that since the previous Manager isn't here to speak for himself; don't feel comfortable speaking for him. Unsure why things were done.

Mayor Cunningham spoke that she feels these are legitimate questions; to determine where we are regarding the construction on Franjo Road.

Councilmember Matson spoke that her direction is to talk about the Council hiring a specialty construction manager to oversee the completion of this project.

Councilmember Matson spoke that she recommends the item to be placed on next Committee of the Whole or next council agenda.

Mayor Cunningham questioned the Village Attorney if this item should be placed on a Committee of the Whole agenda.

Attorney Dellagloria would like to go over questions with Interim Manager.

Interim Manager Truitt stated that the reason it looks so dug up is because the light poles need to be moved so pavers will be dug up (39 poles).

Mayor Cunningham asks Councilmember Matson to connect with Interim Manager and the Village Attorney.

## **15. COUNCIL COMMENTS**

Councilmember Fiore spoke about filing reemployment claim/unemployment claim which is about four pages. Recommend doing a paper copy claim because of the traffic on the State Unemployment website.

Councilmember Fiore stated that you can mail the paper claim.

Councilmember Fiore also spoke if people are not insured, the testing is free; the lab is free and treatment for COVID-19 would be no cost.

Councilmember Fiore spoke that the County opened up another testing site at the South Dade Government Center.

Mayor Cunningham spoke about Mayor Lossner from Homestead spoke at a Mayor's call; the County is closing the test center in Cutler Bay because the County opened the one at the South Dade Government Center.

Acting Clerk read additional public comment received during the meeting:

- Veronica Sosa, 6229 Paradise Point Drive – Spoke to thank Council for considering the endangered bonneted bat.

## **16. NEXT MEETING AND ADJOURNMENT**

Councilmember Matson made motion to adjourn the meeting. Seconded by Councilmember Fiore. All voted in favor 3-0 to adjourn.

Mayor Cunningham adjourned meeting at 10:39 pm.

*Prepared and submitted by:*

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*Melissa Dodge, Acting Village Clerk*

*Approved by the Village Council on this 4th day of May 2020.*

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*Karyn Cunningham, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Emailed Public Comments for Virtual Special  
Council Meeting – Monday, April 6, 2020**

**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 12:35 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

## Public Comments Form

Meeting Date	4/6/2020
Meeting Type	Regular Council Meeting
Name	Rep. Vance Aloupis
Email Address	vance.aloupis@myfloridahouse.gov
Address	8500 SW 92nd St.
City	Miami
State	FL
Zip Code	33176

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment	Thank you to the mayor and the council for your leadership during these difficult times. I pray that your families – and all of the families of Palmetto Bay – are both healthy and safe. Our office has been working seven days a week answering constituent calls and distributing resources to residents across our district. If you have any questions regarding the State's response to COVID-19, unemployment/reemployment, food distribution, testing sites or anything else, please do not hesitate to call Alexis, Ryan or myself. Our office line (305-270-6530) is being directed to our cell phones – and we are available 24/7. Please continue to heed the advice of our local elected officials, as well as the Governor, and stay home. The spirit of our community is strong – and we will get through this together.
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(Section Break)

Agenda Item No.	<i>Field not completed.</i>
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**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 6:21 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

### Public Comments Form

Meeting Date	04-06-2020
Meeting Type	Regular Council Meeting
Name	Rabbi Zalman Gansburg
Email Address	rabbigansburg@gmail.com
Address	16721 SW 78 Court
City	Palmetto Bay
State	FL
Zip Code	33157

(Section Break)

General Public Comments -  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

Dear elected officials and the great community of Palmetto Bay,

Just sharing a note of love and concern to all of you.

May you find this period of forced social distancing and relative seclusion to be a time of self reflection and evaluation.

May G-d grant you the wisdom and wherewithal to navigate this tumultuous and bizarre moment in history wisely and safely both physically and spiritually.

May you reflect on the part of the glass that is not empty, recalling all the blessings in your life and the gift of life itself.

May we all emerge from this bewildering global circumstance stronger, wiser, more grateful, with a new outlook and respect for life - its fragility and opportunity.

With blessing for a Happy Passover,

Rabbi Zalman Gansburg - Chabad of Palmetto Bay & Deering Bay

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(Section Break)

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

# Public Comment

Melissa Dodge

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**From:** Olga Cadaval  
**Sent:** Wednesday, April 1, 2020 11:38 AM  
**To:** Melissa Dodge  
**Cc:** Greg Truitt; John Dellagloria  
**Subject:** FW: Apr 6 Agenda Public Comments/Input

**From:** SteveK <stevekpbay@bellsouth.net>  
**Sent:** Wednesday, April 1, 2020 09:52  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Cc:** John Dellagloria <jdellagloria@palmettobay-fl.gov>; Steve K <stevekpbay@bellsouth.net>  
**Subject:** Apr 6 Agenda Public Comments/Input

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Since the public input is ignored anyway as established last meeting by "bulk readings without relativity" or "even item order", as well as confirmed by indicating now "input received after 6PM will be read AFTER the ITEM"(????=useless) and since I'm not interested in "establishing any VPB accounts", here are my comments and/or input for your entertainment and/or consideration and/or avoidance...

My comments relative to items are in Purple...

Steve Kreisher  
18201 SW 98 AVE

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS

*General*

It is now April, so What is the status and forecast for the Franjo Project "completion" and "ADA corrections" and "punch list final approval", and "actual cost"?

WHY isn't Sacyr working harder to finish FRANJO while "traffic is at a minimum" and detours would be affecting less commuters? "Construction carries on daily" with the beep, beep, beeps and banging around my house, (day and all night some times) so WHY CAN'T Sacyr work diligently to finish on time AND WITH QUALITY WORK??? Lots of unemployed for additional laborers to assist now... if VPB desired to monitor the "contract performance" and to lessen "negative impacts" for a "high quality outcome" ???

Item #...

10. RESOLUTIONS WITH PUBLIC COMMENT

A. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO ISSUE AN EXECUTIVE DECLARATION CALLING FOR A 10:00 P.M. TO 5:00 A.M. CURFEW THROUGHOUT THE BOUNDARIES OF THE VILLAGE OF PALMETTO BAY; PROVIDING FOR EXCEPTIONS, AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Council Member David Singer)

WHY 10PM and not uniformly with MDC at 11PM-5AM? Amend to "11PM" and Vote "Yes as Amended".

B. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MAYOR OF MIAMI-DADE COUNTY, FLORIDA TO IMMEDIATELY ISSUE AN EMERGENCY ORDER REQUIRING ALL MIAMI-DADE COUNTY RESIDENTS TO SHELTER-IN-PLACE, AND TO INCLUDE ENFORCEMENT PROVISIONS IN THE ORDER; PROVIDING FOR AN EFFECTIVE DATE (Sponsored by Mayor Karyn Cunningham)

It has been said and "experienced" many times before that MDC/Palmetto Bay Police "*do not enforce VPB resolutions/ordinances, only MDC ordinances*", (IE... NOT "VPB sound ordinance", NOT "VPB neighborhood protection ordinance") so how/why would they now enforce the proposed VPB resolutions? Do they do "selective enforcement"? There are NOT enough Police to effectively "enforce" this item, and with WHAT penalty to the violators???

C. AN EMERGENCY RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO ISSUE AN EXECUTIVE DECLARATION THAT NO EMPLOYER IN THE VILLAGE OF PALMETTO BAY PREVENT OR PROHIBIT AN EMPLOYEE FROM WEARING PROTECTIVE PERSONAL EQUIPMENT; REQUIRING BUSINESSES TO OBSERVE DISTANCE SEPARATIONS OF NOT LESS THAN SIX (6) FEET BETWEEN INDIVIDUALS; ESTABLISHING AN EFFECTIVE DATE (Sponsored by Councilman David Singer)

What is the difference of this resolution than the "kitchen masks" resolution, other than Councilman Singer is proposing this one? Neither are "enforceable" and should be "recommendations only" just as with the kitchen masks resolution's "final determination". Amend to "recommendation" and Vote "Yes as Amended".

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENT

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(V) OF THE VILLAGE'S ZONING CODE; REQUIRING NEW ZONING APPLICATIONS TO MAKE A PRESENTATION BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT; PROVIDING THAT A MEETING SHALL BE HELD AT LEAST TWO TO FOUR WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT NO MEETINGS BE SCHEDULED DURING MIAMI-DADE COUNTY PUBLIC SCHOOL HOLIDAYS, SPRING, SUMMER OR WINTER BREAKS AND FEDERAL HOLIDAYS; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKE PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY

OF MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR AN EXEMPTION FOR PROJECTS ONLY REQUIRING ADMINISTRATIVE APPROVAL; REPEALING RESOLUTION 2018-14, AND PROVIDING FOR SEVERABILITY AND  
Agenda of Virtual Regular Village Council Meeting Monday, April 6, 2020 Page 4 of 5  
AN EFFECTIVE DATE. (Sponsored by Councilmember Marsha Matson)

First Read, again? I'm in support of this, and also this summer time should be used to CORRECT the "Downtown Code" before the "total ruin" of the area... Amend to strike "exemption (d)" due to "lack of transparency of Admin's back room deals ", and Vote "YES as Amended".

B. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES ENTITLED "ENVIRONMENT" REGARDING SINGLE-USE DRINKING WATER PLASTIC BOTTLES; PROHIBITING THE SALE, DISTRIBUTION OR USE OF SINGLE-USE DRINKING WATER PLASTIC BOTTLES ON VILLAGE PROPERTY; BARRING THE USE OF VILLAGE FUNDS FOR PURCHASE OR DISTRIBUTION; PROVIDING FOR DEFINITIONS, EXEMPTIONS, ENFORCEMENT AND AN EFFECTIVE DATE. (Sponsored by Vice Mayor John Dubois)

*will be read when item is brought back*  
Just another attempt of adding "hardship and cost" for VPB vendors and VPB residents as a "feel good political ordinance" with NO REAL JUSTIFIED VPB NUMBERS INCLUDED, and is it the "bottle" or the "type of water" that is most important???", and WHY all the "waivers/exemptions" if so "environmentally needed", and NO INDICATION of REAL POSITIVE IMPACT FACTS, and with **"penalties harsher than code compliance penalties for improper permitting/building" and/or "Charter Violations" (???)**, requiring a "Bottle Police" enforcement potential??? Vote "NO"!!! Get Real!!! There are more important impactful issues to "FIX".

**VPB won't even abide by its Charter or Ordinances as Officers and Council are sworn in to do, "to protect existing single family home neighborhoods", but you are going to pretend to be "concerned" about "negative impacts to the environment"?????? WHY is a tiny potential impact to Ocean Life seem to be more important than "VPB Resident Quality of Life" and Sworn in duties and Laws abided by???**

**A Pretentious and FAKE MO!!! VPB Priorities are Fiduciarly and Ethically out of whack. Correct that!!!**

**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 5:42 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Public Comments Form

Meeting Date April 6, 2020

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Meeting Type Regular Council Meeting

---

Name Eric Tullberg

---

Email Address e341@bellsouth.net

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Address 7884 SW 179 Tr.

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City Palmetto Bay

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State FL

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Zip Code 33157-6213

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(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment Walking, running & cycling outdoors are activities that can easily be done alone or in small groups. The Village should post the bike map on the website so people now where they can ride safely.

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(Section Break)

Agenda Item No. 4A

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Comments (type your comments in the box below) Great project. Get the SW 136 St. path built!

---

Agenda Item No. 10B

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Comments (type your comments in the box below) Provide exceptions for necessary & desirable activities. Outside UV light disinfects reasonably well as long as social distance is observed.

---

Agenda Item No. 10C

Comments (type your comments in the box below)

Before you require masks make sure they are available.

Agenda Item No. 13A

Comments (type your comments in the box below)

The applicant should be able to make their presentation with questions & comments afterward.

Agenda Item No. 13B

13B

- Will be read when item is brought back

Comments (type your comments in the box below)

Modify the ordinance so it does not exclude gal. water bottles that are bought in the store. I have used plastic reusable bottles for years and think MDWSA water is just fine, but some will still want to buy bottled water. I recycle milk bottles for hurricane supplies.

Agenda Item No.

Field not completed.

Comments (type your comments in the box below)

Field not completed.

Agenda Item No.

Field not completed.

Comments (type your comments in the box below)

7884 SW 179 Tr.

Email not displaying correctly? [View it in your browser.](#)

## Melissa Dodge

---

**From:** Greg Truitt  
**Sent:** Monday, April 6, 2020 6:55 PM  
**To:** Melissa Dodge  
**Subject:** FW: COVID 19 Response

This went to Council at 503pm today.

Should be included in public comment

Gregory H. Truitt  
Interim Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157  
305 259-1241

----- Forwarded message -----

**From:** Mark Merwitzer <[mbmerwitzer@gmail.com](mailto:mbmerwitzer@gmail.com)>  
**Date:** Mon, Apr 6, 2020 at 5:03 PM  
**Subject:** COVID 19 Response  
**To:** Council <[council@palmettobay-fl.gov](mailto:council@palmettobay-fl.gov)>

See items in the google drive below. I was told the email was not going through, apologies if you received multiple emails.

<https://drive.google.com/open?id=1us887SDIQ0XjOd1my28K6TC2Xn-SQYXI>

Email:

Hello Members of the Council,

While many of you already know me, my name is Mark Merwitzer. I am the former Chair of the Youth Community Involvement Board and am currently a sophomore at the University of Florida.

Over the past week I have had the pleasure of working with Councilman Singer to create a more broad response to the Coronavirus pandemic. Unfortunately, our federal, state, and county officials are not doing enough to curb the spread of this virus. While measures have been taken, we still need to go farther. The lack of response gives Palmetto Bay an opportunity to be a model for the rest of the county and state in responding to COVID 19.

Currently, Miami-Dade county has about 4,500 cases and the number is rising daily. We must do everything we can to protect those most susceptible to the disease, especially since Palmetto Bay has many elderly residents like my grandma.

Regarding the Occupancy Limits:

The formula under normal circumstances varies per building type. However, occupancy limits across the

village should be uniform due to the pandemic. Alachua County currently has occupancy limits of one person per 1000 sq ft. This would go farther than the County's 50% reduction and keep our residents safer. As I have seen in Gainesville, retailers are happy to comply with occupancy limits set by local governments during the pandemic.

You will find attached a list of policy recommendations that I hope the council takes up tonight in order to address this pandemic. Thank you very much in advance for your consideration.

Additional suggestions that I could not find drafted policy for:

1. Providing water for those having to wait outside of a business establishment.
2. Deferral of property tax collection or property tax refund.
3. Urging Paid Sick Leave.
4. Allow for people to excursively use pharmacies and not have said person count towards the occupancy limit.

**Melissa Dodge**

~~13A~~ 13A

**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 3:53 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

## Public Comments Form

Meeting Date	4/6/2020
Meeting Type	Regular Council Meeting
Name	Graham Penn
Email Address	gpenn@brzoninglaw.com
Address	200 S Biscayne Blvd., Suite 850
City	Miami
State	FL
Zip Code	33131

(Section Break)

General Public Comments - *Field not completed.*  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

(Section Break)

Agenda Item No.	13A
Comments (type your comments in the box below)	First, I want to thank Commissioner Matson for revisiting this ordinance. I would prefer that applicants retain more flexibility in setting informational meetings during June, July, and August. This ordinance will slow down the development process for at least some landowners. Assuming that the Council is supportive of the current draft, however, I would request one additional revision. The draft ordinance prevents informational presentations being made during periods when the Village "has Zoning-in-Progress or a moratorium in effect." As we all know, the Village has spent the last three years under one type of

moratorium or another. This language should be modified to prevent an informational meeting from being held only if the proposed project itself is subject to Zoning-in-Progress or a moratorium. As currently written, the ordinance could prevent a landowner from moving forward based a moratorium or Zoning-in-Progress unrelated to the proposed development. Thank you for your consideration.

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 8:15 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Public Comments Form

Meeting Date April 6, 2020

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Meeting Type Regular Council Meeting

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Name Veronica Sosa

---

Email Address veronica@lifestridders.org

---

Address 6229 Paradise Point Dr.

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City Palmetto Bay

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State FL

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Zip Code 33157

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(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment

Thank you for considering the endangered bonneted bat. We have seen their activity on and near 152nd Ave and 67th St and into Royal Harbor Yacht Club. We have even been able to track them with GPS and have sent findings to FIU for further research. Our community needs to protect this endangered species and the fragile ecosystem we are working hard to conserve. Please know there is a community of neighbors who care, are vigilant and are supportive of your environmental efforts. Please put the health of our land, waters, people and wildlife above the demands of developers. We will continue to work with local biologists, universities and the department of fish and wildlife to ensure that our environment is protected and conserved. Thank you!

(Section Break)

Agenda Item No. *Field not completed.*

---

13B

**Melissa Dodge**

---

**From:** noreply@civicplus.com  
**Sent:** Monday, April 6, 2020 1:53 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

### Public Comments Form

Meeting Date	04/06/2020
Meeting Type	Regular Council Meeting
Name	Joseph R. Salzverg
Email Address	joseph.salzverg@gray-robinson.com
Address	333 SE 2nd Avenue, Suite 3200
City	Miami
State	FL
Zip Code	33131-2191

(Section Break)

General Public Comments - *Field not completed.*  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

(Section Break)

Agenda Item No. 13B - *Will be read when item is brought back.*

Comments (type your comments in the box below)	<p>Good evening and thank you for the opportunity to submit comments on item 13B, the proposed ordinance on single-use drinking water. A special thank you to Vice Mayor Dubois who has made himself available for discussion on this item and for his willingness to work on this item with the bottling industry. We look forward to working with him and the Village as this policy moves forward.</p>
--	---

On behalf of the Florida Beverage Association and the American Beverage Association, we have sent amendment

language (as well as supportive documentation) to the Vice Mayor, Council, and Village administration. Our hope is that the ordinance will be amended to:

1. Differentiate between "Single Serving Plastic Water Bottles" made from regular plastics and those which are made from polyethylene terephthalate (PET #1). PET #1 products can be collected and reused or re-purposed into new products - a similar differentiation is outlined in the City of Orlando's ordinance. Provided documentation highlights the production and recycling benefits of PET #1.

2. Limit the ordinance to prohibit the sale and distribution of Single Serving Plastic Water Bottles, rather than also prohibiting the use, where the enforcement would fall upon the end consumer. Such an amendment would bring the legislation in line with the Notifications and Penalties section of the current ordinance.

3. Provide that events that allow for the sale and/or distribution of Single Serving Plastic Water Bottles (via the Waiver and Exclusions section) must provide ample recycling receptacles and collection of recyclable materials.

These are challenging and uncertain times, we understand there are more pressing matters in the wake of the COVID-19 pandemic, but we appreciate the opportunity to provide comments on this item which affects our industry. We look forward to working with you further and offer ourselves as a resource on this item and anything else the Village may need.

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

---

## Melissa Dodge

---

**From:** Joseph R. Salzverg <Joseph.Salzverg@gray-robinson.com>  
**Sent:** Monday, April 6, 2020 2:10 PM  
**To:** Melissa Dodge  
**Cc:** Greg Truitt  
**Subject:** FW: Online Form Submittal: Public Comments Form - Item 13B  
**Attachments:** Palmetto Bay Single Serving Plastic Water Bottles DRAFT Ordinance - Item 1B - 04-06-2020 Meeting.DOC; Orlando Single-Use Products Policy FINAL.pdf; PET - Carbonlite targets Florida for \$80M bottle-to-bottle recycled PET plant.pdf; PET Facts and Figures 5-13-19.docx

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Ms. Dodge,

I received an email response that Ms. Arocha is on maternity leave (congrats to her!) and to redirect my communication to you. Please see below and attached, thank you so much.

**Joseph R. Salzverg**  
**GRAY | ROBINSON**

333 S.E. 2nd Avenue | Suite 3200 | Miami, Florida 33131  
**T:** 305-416-6880 | **F:** 305-416-6887 | **M:** 305-924-9904

301 South Bronough Street | Suite 600 | Tallahassee, Florida 32301  
**T:** 850-577-9090 | **F:** 850-577-3311  
[E-mail](#) | [Website](#) | [Bio](#) | [vCard](#)

[Facebook](#) | [LinkedIn](#) | [Twitter](#)

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

**From:** Joseph R. Salzverg  
**Sent:** Monday, April 6, 2020 2:05 PM  
**To:** 'marocha@palmettobay-fl.gov' <marocha@palmettobay-fl.gov>  
**Cc:** 'Greg Truitt' <gtruitt@palmettobay-fl.gov>  
**Subject:** FW: Online Form Submittal: Public Comments Form - Item 13B

Madam Clerk,

I hope this email finds you well. In anticipation of tonight's Village Council meeting, please find confirmation of my submitted public comments below. Please also find the following supportive documentation attached for consideration:

1. Draft amendment to the ordinance (additions underlined, ~~deletions~~ struck-through).

Comments (type your comments in the box below)

Good evening and thank you for the opportunity to submit comments on item 13B, the proposed ordinance on single-use drinking water. A special thank you to Vice Mayor Dubois who has made himself available for discussion on this item and for his willingness to work on this item with the bottling industry. We look forward to working with him and the Village as this policy moves forward.

On behalf of the Florida Beverage Association and the American Beverage Association, we have sent amendment language (as well as supportive documentation) to the Vice Mayor, Council, and Village administration. Our hope is that the ordinance will be amended to:

1. Differentiate between "Single Serving Plastic Water Bottles" made from regular plastics and those which are made from polyethylene terephthalate (PET #1). PET #1 products can be collected and reused or re-purposed into new products - a similar differentiation is outlined in the City of Orlando's ordinance. Provided documentation highlights the production and recycling benefits of PET #1.
2. Limit the ordinance to prohibit the sale and distribution of Single Serving Plastic Water Bottles, rather than also prohibiting the use, where the enforcement would fall upon the end consumer. Such an amendment would bring the legislation in line with the Notifications and Penalties section of the current ordinance.
3. Provide that events that allow for the sale and/or distribution of Single Serving Plastic Water Bottles (via the Waiver and Exclusions section) must provide ample recycling receptacles and collection of recyclable materials.

These are challenging and uncertain times, we understand there are more pressing matters in the wake of the COVID-19 pandemic, but we appreciate the opportunity to provide comments on this item which affects our industry. We look forward to working with you further and offer ourselves as a resource on this item and anything else the Village may need.

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Agenda Item No.

*Field not completed.*

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Comments (type your comments in the box below)

*Field not completed.*

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Agenda Item No.

*Field not completed.*

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92 bottle having a capacity of twenty-one (21) fluid  
93 ounces or less.

94  
95 (iv) Water includes natural spring or well water, water  
96 taken from public or private systems or other  
97 sources, including distilled, deionized, filtered or  
98 purified water. Water does not include carbonated or  
99 sparkling water, soda, seltzer, tonic water, flavored  
100 water, fitness, vitamin, or energy water.

101  
102 (v) Recyclable Material: Materials including polyethylene  
103 terephthalate (PET #1), that can be collected and  
104 reused or repurposed into new products.

105  
106 **SECTION 2. That Section 15-185 is created as follows:**

107  
108 **Section 15-185: Prohibition on Sales, Use and Distribution**

109 (i) Beginning January 1<sup>st</sup>, 2021, no person or entity may  
110 sell or distribute Single Serving Plastic Water  
111 Bottles on Village Property except as provided in  
112 Section 15-186, below.

113  
114 ~~(ii) Beginning January 1<sup>st</sup>, 2021, no person may use Single~~  
115 ~~Serving Plastic Water Bottles on Village Property.~~  
116 Beginning January 1, 2021, no Single Serving Plastic  
117 Water Bottles may be used on Village Property except  
118 those made from Recyclable Material.

119  
120 (iii) Beginning January 1<sup>st</sup>, 2021 no Village funds shall be  
121 used to buy or distribute Single Serving Plastic  
122 Water Bottles except as provided in Section 15-186,  
123 below.

124  
125 **Section 3. That Section 15-186 is created as follows:**

126  
127 **Section 15-186: Waivers and Exclusions:**

128 (i) The Village Council may authorize a waiver of the  
129 provisions of Section 15-185 upon a majority vote  
130 of the Council to allow the sale and distribution  
131 ~~of Single Serving Plastic Water Bottles at Village~~  
132 ~~sponsored or permitted events. sale and/or~~  
133 distribution of Single Serving Plastic Water  
134 Bottles at Village Sponsored or permitted events.  
135 Events that allow the sale and/or distribution of  
136 Single Serving Plastic Water Bottles must provide  
137 ample recycling receptacles and collection of  
138 recyclable materials.

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John C. Dellagloria  
Village Attorney

**VOTE UPON FIRST READING**

Mayor Karyn Cunningham \_\_\_\_\_

Vice Mayor John Dubois \_\_\_\_\_

Council Member David Singer \_\_\_\_\_

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

Council Member Marsha Matson \_\_\_\_\_

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham \_\_\_\_\_

Vice Mayor John Dubois \_\_\_\_\_

Council Member David Singer \_\_\_\_\_

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

Council Member Marsha Matson \_\_\_\_\_

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**137.2 SUBJECT: SINGLE-USE PRODUCTS ON CITY PROPERTY**

**:1 OBJECTIVE:**

To advance the environmental sustainability of Orlando by reducing the use of polystyrene products and single-use plastics on City property and encouraging biodegradable, compostable, recyclable, and reusable alternatives.

**:2 AUTHORITY:**

This policy was adopted by City Council on June 3, 2019.

**:3 DIRECTION:**

The Director of Sustainability, as an appointed official, serves at the pleasure of the Mayor and is supervised by and receives direction from the Chief Administrative Officer.

**:4 METHOD OF OPERATION:**

A. Definitions.

1. "Biodegradable materials" are manufactured products made entirely from natural materials, like uncoated paper or plant fibers, that will undergo a natural process of deterioration.
2. "City contractor" is a food service related contractor, vendor, concessionaire, or lessee of the City.
3. "City permittee" is any person or entity issued a special event permit or temporary use permit by the City for a special event or temporary use on City property.
4. "City property" includes land or facilities owned, operated or managed by the City, and public rights-of-way within the jurisdictional boundaries of the City of Orlando.
5. "Compostable materials" are manufactured products made from paper, wood, or vegetable-derived plastics.
6. "Plastic" is a synthetic material derived from petroleum or a biologically-based source.
7. "Plastic bag" is a bag provided to a customer, typically at the point of sale or distribution, for the purpose of transporting food service related items, and is made predominantly of nonwoven, flexible plastic that is less than 10 mils thick.

including termination and/or preclusion or debarment from future City contracts.

This policy only applies to new contracts solicited or entered into, and permits granted, after its effective date.

D. Exemptions.

1. Single-use products used for pre-packaged food that have been filled and sealed prior to receipt by the City contractor or permittee, or for packaging unwrapped food items, such as raw meat, poultry and fish.
2. Single-use products used by a City permittee for events or facility rentals attended by 100 people or less.

:5 FORMS:

None.

:6 COMMITTEE RESPONSIBILITIES:

None.

:7 REFERENCE:

Chapter 15, Orlando City Code; Green Works Orlando Community Action Plan; Green Works Municipal Operations Sustainability Plan.

:8 EFFECTIVE DATE:

This policy is effective beginning October 1, 2019.

<https://www.plasticsnews.com/news/carbonlite-targets-florida-80m-bottle-bottle-recycled-pet-plant>

## CarbonLite targets Florida for \$80M bottle-to-bottle recycled PET plant

Steve Toloken

Monday, February 24, 2020

**Nashville, Tenn.** — CarbonLite Industries LLC, one of the largest makers of food grade post-consumer PET resin, is investing \$80 million in a new plant in Florida to meet increasing demand for recycled content plastic from major beverage companies.

The facility near Orlando would be the company's fourth in the United States, joining current factories in Riverside, Calif., and Dallas as well as a third plant near Reading, Pa., that should be fully operational in March, said Chairman Leon Farahnik.

"We are doing this because of our customer base and the need for the post-consumer content in their product line," Farahnik. "We supply all the major beverage companies across the country with post-consumer content."

The Los Angeles-based company has been expanding to build a national footprint after first opening in California in 2012. Farahnik, though, said that the Florida factory "would pretty much complete [expansion plans] for the next three years."

He spoke during an interview at the Plastics Recycling Conference and Trade Show, held Feb. 17-19 in Nashville.

He said the Florida plant, which is expected to open by the end of 2021, would be the same size and investment as the other three plants, with capacity to make between 70 and 80 million pounds of PET a year.

Farahnik said the company would have capacity for 220 million pounds of recycled PET resin by the end of the year from its current three plants, and 300 million with the Florida plant. The company ranked 12th in the 2019 *Plastics News* ranking of all North American plastics recyclers.

Farahnik said some of the company's key customers include Nestle Waters North America, Niagara Bottling LLC, Coca Cola Co. and Keurig Dr. Pepper Inc.



# ITEM 3C

**Minutes-Virtual Special Council Meeting  
Tuesday, April 7, 2020 – 7:00 PM**

**1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT:**

Mayor Cunningham called the meeting to order at 7:00 PM.

The following members of Council were present:

Mayor Karyn Cunningham  
Council Member Patrick Fiore  
Council Member David Singer  
Council Member Marsha Matson

The following members of staff were present:

Interim Village Manager Gregory Truitt  
Village Attorney John C. Dellagloria  
Acting Village Clerk Melissa Dodge

Village Attorney Dellagloria made announcement that Vice mayor DuBois is going to conflict out of the meeting and that the required forms have been sent to Vice Mayor DuBois to become part of the minutes of the meeting.

Councilmember Singer led the pledge of allegiance.

**2. REQUESTS, PETITIONS AND PUBLIC COMMENTS**

The Acting Clerk stated that no general comments were received.

**3. RESOLUTIONS WITH EMAIL PUBLIC COMMENT**

- A. RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING SITE PLAN APPROVAL FOR A MULTI-FAMILY DEVELOPMENT PURSUANT TO ORDINANCE 2016-14 AND RESOLUTION 2016-28; A RESOLUTION TO ACCEPT SPECIAL WARRANTY DEED PURSUANT TO RESOLUTION 2016-28; TO ACCEPT DECLARATION OF RESTRICTIONS, COVENANTS AND RESERVATIONS PURSUANT TO ORDINANCE 2016-14 AND RESOLUTION 2016-28; AND TO ACCEPT A RESTRICTIVE COVENANT PURSUANT TO ORDINANCE 2016-14.

Item 3A moved by Councilmember Matson. Seconded by Councilmember Singer.

Acting Clerk read Item 3A.

Acting Clerk read public comments submitted by email.

- Beth Kibler, 7462 SW 166 Terrace – Wrote about Palmetto Bay Village Site Plan indicating the deal gets worse and worse for the public. She addressed traffic restraints; density situation and the County's EEL program being ready to work with Palmetto Bay to preserve and protect the coastal lands. She indicated that Cutler Bay is working with the County's EEL program for land adjacent to this property. She wrote that Palmetto Bay needs to take action for preservation, public access passive parks now.
- Eduardo Varona, 8861 SW 186 Drive – Wrote about Palmetto Bay Village Site Plan Application questioning why Palmetto Bay is not jumping at the opportunity to own a 40-acre park directly on Old Cutler Road. He wrote about Cutler Bay working with the property owner of the 9 acres just south of 184 Street to do the same thing; make a passive park out of the 9 acres. He indicated that this is a great opportunity for Palmetto Bay to have a park where it's needed rather than more overdevelopment on Old Cutler Road. He also wrote about the EEL program with the County; where Palmetto Bay could do a prescribed burn like they do at Deering every few years and further improvements to bring the land back to better condition. Urged Council to think of the long-term future of our area and the health of the environment in Palmetto Bay and of the people.
- Eric Tullberg, 7884 SW 179 Terrace – Wrote to encourage people to walk and bike alone or in small groups. Also on Agenda Item 3A he urged Council to consider if 85 more units is worth 21 acres of hammock and 1 acre of parking lot. Indicated to Council that when making decision to not believe that if stopping this project would decrease traffic on Old Cutler Road; development to the south will overwhelm whatever is prevented or allowed. He agreed that it's a fair trade and that he would enjoy 21 acres of natural area more than Old Cutler Road traffic.
- Rey Gutierrez, 9140 SW 178 Terrace – Wrote that there are enough traffic problems on Old Cutler Road without the Burger King property being developed with an additional 480 units proposed. Consider making it a pedestrian only zone.

Public comments concluded.

Village Attorney Dellagloria stated that since Item 3A was moved and seconded that at the request of the applicant, the item be continued to June 2, 2020 at 7:00 PM. This would require a vote of the Council

Mayor Cunningham asked the Village Attorney if a motion would be required.

Village Attorney Dellagloria indicated that yes a motion and vote would be required.

Councilmember Singer made motion to move item to a date certain of June 2, 2020. Seconded by Councilmember Fiore.

VOTE: All voted in favor (4-0).

**4. COUNCIL COMMENTS**

**5. NEXT MEETING AND ADJOURNMENT**

Councilmember Singer made motion to adjourn. Seconded by Councilmember Fiore. All voted (4-0).

Mayor Cunningham adjourned the meeting at approximately 7:08 pm.

*Prepared and submitted by:*

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*Melissa Dodge, Acting Village Clerk*

*Approved by the Village Council on this 4th day of May, 2020.*

---

*Karyn Cunningham, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Emailed Public Comments for Virtual Special  
Council Meeting – Tuesday, April 7, 2020**

**Melissa Dodge**

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 7, 2020 11:01 AM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

### Public Comments Form

Meeting Date	April 7, 2020
Meeting Type	Zoning Hearing
Name	Beth
Email Address	Kibler
Address	7462 SW 166 Terrace
City	Palmetto Bay
State	FL
Zip Code	33157

(Section Break)

General Public Comments - *Field not completed.*  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

(Section Break)

Agenda Item No.	3A PBVC SITE PLAN
Comments (type your comments in the box below)	This has been going on for YEARS and YEARS. Have any of you noticed that every time the deal gets WORSE and WORSE for the public? Though I was glad to see at least some mention about north and south accessibility to the path through the 22 acres, what happened to public access around the lake near the BNP land that was part of the original deal? What happened to the traffic restraints that were part of the original deal? The density situation has not improved so why is the public losing access? The county's EEL program has been ready to work with

Palmetto Bay to preserve and protect these valuable coastal lands for over a decade. Instead, political inaction and shenanigans are taking us backwards. Right now, Cutler Bay and EEL are poised to invest in the 8 acres adjacent. Palmetto Bay could already have had a premier passive park with 4X as much land —that's in better shape —and has done NOTHING! Have we let an opportunity for funding and partnership to slip through our hands? Palmetto Bay needs to take action for preservation, public access passive parks NOW!!

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 7, 2020 11:24 AM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Public Comments Form

Meeting Date 4/7/2020

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Meeting Type Zoning Hearing

---

Name Eduardo Varona

---

Email Address Elgolfo95@gmail.com

---

Address 8861 SW 186 Dr

---

City Cutler Bay

---

State FL

---

Zip Code 33157

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(Section Break)

General Public Comments - *Field not completed.*  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

(Section Break)

Agenda Item No. Palmetto Bay Village Center site plan/application

---

Comments (type your comments in the box below) Why is Palmetto Bay not jumping at the opportunity to own a 40 acre park directly on Old Cutler Rd. Cutler Bay right next door is working with the property owner of just 9 acres just south of 184 St to do the same thing, make a passive park out of the 9 acres. The property owner of the PBVC 22 acres of forest has improved the lands in the last few years by taking out invasive plants. This is such a great opportunity for PB to have a park where it is badly needed rather than more overdevelopment right on Old Cutler. If PB sought a partnership with EEL there could be further improvements

---

including a prescribed burn like they do at Deering every few years and further improvements by bringing the land back to even better condition. Please think of the long term future of our area. Look how with this pandemic people are trying to bike, walk, and use our open spaces more than ever. Do this please for the health of the environment in PB and of your people. Please make those 40 acres a park in Palmetto Bay once and for all. Too many years of back and forth, please bring this to a successful conclusion, a win win for PB and the property owner.

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

**Melissa Dodge**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, April 7, 2020 5:14 PM  
**To:** Melissa Dodge; Missy Arocha; Greg Truitt; Olga Cadaval  
**Subject:** Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

Public Comments Form

Meeting Date April 7, 2020

---

Meeting Type Zoning Hearing

---

Name Eric Tullberg

---

Email Address e341@bellsouth.net

---

Address 7884 SW 179 Tr.

---

City Palmetto Bay

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State FL

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Zip Code 33157-6213

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(Section Break)

General Public Comments - Encourage people to walk or bike alone or in small groups.  
Agenda Item No. 5 -  
Requests, Petitions & Public  
Comment

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(Section Break)

Agenda Item No. 3A

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Comments (type your comments in the box below)

When deciding on this item you must consider if 85 more units is worth 21 Ac. of hammock & 1 Ac. of parking lot. The 13 Ac. SE area is not develop-able as it protected wetlands. When making your decision do not believe that if you stop this project there will be no more traffic on Old Cutler Rd., development to the south will overwhelm whatever is prevented or allowed here. Overall I think it is a fair trade - I would enjoy 21 Ac. of natural area more than OCR traffic would annoy me. Please ensure that we would be able to construct a path up the east side of the access road so we can connect the re-planted areas

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south of SW 184 St. with the 1.1 mi. path. That path must remain. This can be a great natural area for VPB residents, especially those in SE Palmetto Bay.

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

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Comments (type your comments in the box below) 7884 SW 179 Tr.

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Email not displaying correctly? [View it in your browser.](#)

## Melissa Dodge

---

**From:** Greg Truitt  
**Sent:** Tuesday, April 7, 2020 5:51 PM  
**To:** Melissa Dodge  
**Subject:** Public Comment received to by Council. FW: 480 units

Mellissa,

I don't know if you received this yet.

Gregory H. Truitt  
Interim Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157  
305 259-1241

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**From:** Rey Gutierrez <hookupcom@bellsouth.net>  
**Sent:** Tuesday, April 7, 2020 4:49 PM  
**To:** Village Council <Council@palmettobay-fl.gov>  
**Subject:** 480 units

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

There is enough traffic problems on Old Cutler Rd. without the "Burger King" property being developed with an additional 480 units proposed.  
Why don't you make it a PEDESTRIAN ONLY ZONE?

R. Gutierrez 9140 S. W. 178 Terrace



# ITEM 4A



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To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Accepting Urban & Community Forestry (UCF) Grant – Palmetto Bay Tree Inventory Management

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING AND APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) CONTRACT # 026862 TO RECEIVE \$20,000 IN GRANT FUNDS FROM THE URBAN AND COMMUNITY FORESTRY (UCF) GRANT PROGRAM TO ASSIST WITH A TREE INVENTORY MANAGEMENT PLAN; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)***

#### **BACKGROUND AND ANALYSIS:**

In August of 2019 the Florida Department of Agriculture and Consumer Services-Division of Administration released it's annual Notice of Federal Funding Opportunity (NOFO) for the 2019 Urban and Community Forestry (UCF) Grant Program with a due date of October 25, 2019. The primary purpose of this UCF grant program is to mitigate the effect of the urban forest component of community infrastructures throughout the State of Florida impacted by recent hurricane and other weather-related events. In October 2019, the Village applied to assist us with a Tree Management Plan that will include an updated tree inventory.

In March 2020, Staff was notified they successfully received funding for \$20,000 from the UCF Grant Program. The Village's financial commitment to the project is \$20,000 in matching funds, or the equivalent of 50% of the total project cost equaling \$40,000.

**FISCAL IMPACT:**

The award for the Palmetto Bay Tree Inventory Management project is \$20,000 in grant funds, which accounts for 50% of the total cost with the Village providing \$20,000 in matching funds, or 50% of the total cost. The match portion of this grant will be funded by Job item Number PS-02 from the FY 2019-20 Adopted Budget.

Grant Request:	\$20,000 (50%)
Grant Match:	\$20,000 (50%)
Total Project Cost:	\$40,000

**Attachments (1):**

- Exhibit A - Agreement with Florida Department of Agriculture and Consumer Services (FDACS)

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING AND APPROVING THE AGREEMENT BETWEEN THE VILLAGE AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (FDACS) CONTRACT # 026862 TO RECEIVE \$20,000 IN GRANT FUNDS FROM THE URBAN AND COMMUNITY FORESTRY (UCF) GRANT PROGRAM TO ASSIST WITH A TREE INVENTORY MANAGEMENT PLAN; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

*(Sponsored by Administration)*

**WHEREAS**, the Village of Palmetto Bay previously submitted a grant application to the Florida Department of Agriculture and Consumer Services requesting assistance from the Urban & community Forestry Grant Program to fund needed updates to the Palmetto Bay Tree Inventory; and,

**WHEREAS**, the Village was successful in securing grant funding in the amount of \$20,000, and providing a 50% grant match of \$20,000 for the proposed tree management plan; and,

**WHEREAS**, the Village desires to move forward with the acceptance of the Florida Urban and Community Forestry Grant award and enter into a required applicant grant agreement with the Florida Department of Agriculture and Consumer Services.

**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 accepts the grant award from the Florida Department of Agriculture and Consumer Services' Urban & Community Forestry Grant Program in the amount of \$20,000.

**Section 2.** The Interim Village Manager is authorized to sign the required grant agreement, in substantial form and content to the attached Exhibit A, and other related grant documents.

**Section 3.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this 4<sup>th</sup> day of May, 2020.

Attest: \_\_\_\_\_  
Melissa Dodge  
Acting Village Clerk

\_\_\_\_\_  
Karyn Cunningham  
Mayor

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

\_\_\_\_\_  
John C. Dellagloria  
Village Attorney

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore

\_\_\_\_\_

Council Member David Singer

\_\_\_\_\_

Council Member Marsha Matson

\_\_\_\_\_

Vice-Mayor John DuBois

\_\_\_\_\_

Mayor Karyn Cunningham

\_\_\_\_\_

FLORIDA FOREST SERVICE  
(850) 681-5800



THE CONNER BUILDING  
3125 CONNER BOULEVARD  
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

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March 10, 2020

Djenepha "Jenny" Polynice-Hall  
Village of Palmetto Bay  
9705 Hibiscus Street  
Palmetto Bay, Florida 33157-5606

Contract Number 26862

Dear Djenepha Polynice-Hall,

The Florida Department of Agriculture and Consumer Services, Florida Forest Service, is pleased to inform you that your application for the Urban and Community Forestry Grant program has been approved. The Subrecipient Fact sheet and Federal Funding Accountability and Transparency Act (FFATA) form are included in the attachments to this award letter. The approved amount of the federal financial assistance award is \$20,000.00.

This letter and its attachments outline the terms and conditions of accepting our federal financial assistance award. Please read the subrecipient agreement carefully. Sign both copies of the subrecipient agreement and **return one signed copy along with the Subrecipient Fact sheet and the FFATA form within thirty (30) days** to Kelly Boutwell at the above address.

Please be aware that subrecipients must register their current Federal Employer Identification Number (FEIN) and mailing address at [www.MyFloridaMarketplace.com](http://www.MyFloridaMarketplace.com) and complete the Department of Financial Services (DFS) required Substitute Form W-9 before a reimbursement payment can be made to the subrecipient.

Congratulations on your successful application. We look forward to working with you during the coming year.

Sincerely,

Will Liner  
Urban Forestry Programs Coordinator  
Phone: (850) 681-5881

WL/kl



Florida Department of Agriculture and Consumer Services  
Division of Administration

FEDERAL FINANCIAL ASSISTANCE  
SUBRECIPIENT AGREEMENT

**FDACS CONTRACT #**

**026862**

NICOLE "NIKKI" FRIED  
COMMISSIONER

This Federal Financial Assistance Subrecipient Agreement ("AGREEMENT") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, ("RECIPIENT"), and the Village of Palmetto Bay, ("SUBRECIPIENT"). The SUBRECIPIENT shall perform the Scope of Work as outlined in Attachment A, hereby incorporated and attached hereto.

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is 70151500.

A. SUBAWARD AMOUNT

The total award amount for satisfactorily completing the Scope of Work is \$20,000.00 with a 1:1 match required (refer to section F - MATCHING OR COST SHARE). In no event shall the RECIPIENT be liable for payment of any amount, which exceeds the total award amount.

B. EFFECTIVE DATE/TERM

1. The effective date of this AGREEMENT shall commence upon execution and, unless sooner terminated or canceled, shall end on the 28th day of February of 2021 ("Term").
2. No-cost extensions require the prior written approval of the RECIPIENT and must be submitted not less than sixty (60) days prior to the end of the Term. Extension requests, which exceed the federal agency award period, will not be granted.

C. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

1. The SUBRECIPIENT shall comply with 2 CFR, Part 25, "Financial Assistance Use of Universal Identifier and System of Award Management" (SAM). The SUBRECIPIENT must register and maintain a registration in SAM until submittal of the final financial report. A data universal numbering system (DUNS) number is required for registration in SAM.
2. Compliance with 2 CFR, Part 25 is not required for individuals.

## D. FINANCIAL AND PROGRAM MANAGEMENT

### 1. Statutory and National Policy Requirements

- a. All expenditures of federal financial assistance under the AGREEMENT shall be in compliance with all applicable laws, rules and regulations applicable to expenditures of federal funds.
- b. The SUBRECIPIENT shall implement applicable National Policy Requirements.

### 2. Deliverables

- a. The SUBRECIPIENT must provide quantifiable, measurable and verifiable units of Deliverables (Deliverables) which must be received and accepted in writing by the RECIPIENT before payment. Deliverables must be directly related to the Scope of Work; specify minimum levels of service to be performed; and contain criteria for evaluating the successful completion of each Deliverable. The Deliverables are set forth in the Scope of Work outlined in Attachment A.

### 3. Financial Management

- a. The SUBRECIPIENT shall maintain an accounting system and a set of accounting records, which allow for the identification of revenues and expenditures related to this AGREEMENT.
- b. The SUBRECIPIENT shall comply with 2 CFR, Part 200 and adhere to the accounting principles and procedures required therein, use adequate internal controls and maintain necessary source documentation for all costs incurred.

### 4. Reimbursement Requests

- a. The allowability of costs shall be in accordance with the federal financial assistance cost principles applicable to the SUBRECIPIENT and terms of this AGREEMENT.
- b. The SUBRECIPIENT shall submit the payment request packet to the RECIPIENT's grant manager not more often than monthly, but not less often than quarterly, beginning July 1, 2020. To be eligible for reimbursement, costs shall be allowable, necessary and reasonable, and must be submitted by budget category consistent with the budget plan, Attachment B, hereby incorporated and attached hereto.

- c. All reimbursement requests must be submitted using the RECIPIENT's standard payment request packet and provide supporting documentation for each cost. An authorized SUBRECIPIENT representative shall sign the certifications on the payment request packet submitted.
- d. The payment request packet is downloadable from <http://forms.FDACS.gov/02019.pdf>.
- e. A SUBRECIPIENT whose federal financial assistance grant provides an online reimbursement system for reporting reimbursement details shall use the online reimbursement system instead of the payment request packet.
- f. Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses. Any travel expenses must be specified in the Budget Plan and Scope of Work.
- g. **Travel and per diem costs are not allowable under this contract.**
- h. No advance payments are allowed.

5. Payment of Reimbursement Requests

- a. Payment for allowable, necessary and reasonable costs shall be made within thirty (30) days after acceptance by the RECIPIENT. Payment request packets returned to the SUBRECIPIENT due to omissions or preparation errors will result in a payment delay.
- b. Payment requests for a percentage of work completed on each task deliverable are allowed.
- c. Payment is contingent upon the availability of funding from the federal agency and SUBRECIPIENT'S compliance with the terms and conditions of this AGREEMENT.
- d. The final payment under this AGREEMENT shall be made upon completion of the Scope of Work including all deliverables and the receipt and approval of all reports required hereunder.
  - (1) Reimbursement Request Form with required backup documentation.
  - (2) Final report summarizing what was accomplished with the grant funding.

- (3) Copy of a news release that will be submitted to a local publication crediting the U.S. Forest Service for providing funding.
- (4) Certification of Acceptance executed by a Florida Forest Service official.

The SUBRECIPIENT must submit the final claim for reimbursement to the RECIPIENT on or before 30 days from the end of the term of the contract.

- e. Disallowance or adjustments due to audit findings may require the SUBRECIPIENT to return funds to the RECIPIENT. The SUBRECIPIENT is solely responsible for reimbursing the RECIPIENT for amounts incorrectly paid to the SUBRECIPIENT.

#### 6. Program Income

- a. "Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under federal awards, the sale of commodities or items fabricated under a federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with federal award funds". 2 CFR, 200.80
- b. The SUBRECIPIENT must report to the RECIPIENT any program income received or anticipated from the activities performed under this AGREEMENT.

#### 7. Revision of Budget Plan

- a. The Budget Plan lists costs and budget categories to fund the SUBRECIPIENT'S performance of the Scope of Work including the completion of Deliverables.
- b. SUBRECIPIENT is required to report any transfers from one approved budget category to another approved budget category. If the cumulative budget transfers meet or exceed ten percent (10%), prior approval, evidenced by contract amendment, is required.
- c. Prior approval, evidenced by contract amendment, is required for:
  - (1) any transfers from an approved budget category to an unapproved budget category. An unapproved budget category is defined as having no funds allocated in the original Budget Plan.

(2) any equipment purchases not noted in the original Budget Plan and/or Scope of Work.

(3) any subawarding or contracting out of any work not noted in the original Budget Plan and/or Scope of Work.

#### 8. Revision of Scope of Work

- a. The SUBRECIPIENT shall report any changes to the Scope of Work including but not limited to changes in the objectives, changes in key personnel, reduction of work effort by key personnel and delays in completion of the work.

#### 9. Acknowledgements

- a. The SUBRECIPIENT shall have an acknowledgement of the USDA Forest Service's support placed on any publication written or published or audiovisual produced with grant support and, if feasible, on any publication reporting the results of, or describing, a grant-supported activity, or audiovisuals produced with grant support. This requirement does not apply to audiovisuals produced as research instruments or for documenting experimentations or findings and not intended for presentation or distribution to the public. Minimum verbiage requirement is as follows: *"This publication made possible through a grant from the USDA Forest Service in cooperation with the Florida Forest Service."*
- b. Publication means a published book, periodical, pamphlet, brochure, flier, or similar item.
- c. Audiovisual means a product containing visual imagery or sound or both.
- d. The SUBRECIPIENT acknowledgement must contain a disclaimer that says: "Any opinions, findings, conclusions, or recommendations expressed in this publication or audiovisual are those of the author(s) and do not necessarily reflect the view of the USDA Forest Service".
- e. Language shall read:

**The work upon which this (insert publication or audiovisual or both) is based was funded, in whole or in part through a subrecipient grant awarded by the USDA Forest Service through the Florida Department of Agriculture and Consumer Services. The contents do not necessarily reflect the views or policies of the USDA Forest Service nor does**

mention of trade names, commercial productions, services or organization imply endorsement by the U.S. Government.

E. PROPERTY STANDARDS

1. Equipment and Real Property

- a. Equipment must be used in the project for which the federal funds are derived.
- b. The federal agency has a vested interest in equipment and/or real property which, when purchased, exceeds \$5,000 in value. If a title is issued for the equipment and/or real property, the federal agency must be listed on the title.
- c. The SUBRECIPIENT must maintain property records, which include, but are not limited to, the description, serial number or other identification number, acquisition date, cost, location, percentage of federal participation in the cost of the property, use and condition of the property. When the property is disposed of, the property records must be updated with the date of disposal and sale price of the property.
- d. A physical inventory is required at least once every two years.
- e. If the equipment and/or real property are to be sold or used as a trade-in, approval of the RECIPIENT is required.
- f. At the end of the award period, the SUBRECIPIENT is required to request from the RECIPIENT disposal instructions and is required to notify the RECIPIENT of the fair market value of the equipment and/or real property.

2. Insurance Coverage

- a. The SUBRECIPIENT will carry sufficient insurance coverage to protect all assets required under the AGREEMENT from loss due to theft, fraud and/or undue physical damage. SUBRECIPIENT shall carry insurance on its own assets in commercially reasonable amounts and all statutorily required insurance, including without limitation Workers' Compensation insurance.

3. Intellectual Property

- a. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this AGREEMENT

shall become the exclusive property of the RECIPIENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the SUBRECIPIENT nor any individual employed under this AGREEMENT shall have any proprietary interest in such property.

- b. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the RECIPIENT.
- c. In the event it is determined as a matter of law that any such work is not a "work for hire," SUBRECIPIENT shall immediately assign to the RECIPIENT all copyrights subsisting therein for the consideration set forth in the AGREEMENT and with no additional compensation.
- d. The foregoing shall not apply to any preexisting software, or other work of authorship used by SUBRECIPIENT to create a Deliverable, but which exists as work independent of the Deliverable, unless the preexisting software or work was developed by SUBRECIPIENT pursuant to a previous AGREEMENT with the RECIPIENT or by a purchase by the RECIPIENT under a state term contract.

F. MATCHING OR COST SHARE (IF APPLICABLE)

1. The matching or cost share portion must be tracked using a unique identifier in the SUBRECIPIENT accounting system.
2. If the matching or cost share portion is not met, the RECIPIENT may disallow costs paid with federal funds in proportion to the reduction in the matching or cost share amount.
3. The matching or cost share portion must be incurred in direct proportion to the amount of federal funds used.
4. The matching or cost share portion must be reported based upon the Budget Plan submitted with the APPLICATION.
5. Records for in-kind contributions, which are based upon volunteer hours, must have timesheets or a sign in/sign out log and must explicitly state the method for valuation of the hours. The value must be reasonable.

6. Records for in-kind contributions, which are based upon goods or services provided, must have an invoice, if available, or must explicitly state the method for the valuation. The value must be reasonable.
7. In-kind contributions must be provided by a third party during the period for which they are being claimed.
8. The matching or cost share portion must not be counted towards other cost sharing requirements. Neither costs nor values of third-party in-kind contributions may count if they have been used towards other cost sharing requirements.

G. GENERAL PROCUREMENT STANDARDS

1. The SUBRECIPIENT will follow the same policies and procedures it uses for procurements from other funding sources.
2. The SUBRECIPIENT must have documented procurement procedures.
3. The SUBRECIPIENT must have written policies on standards of conduct covering conflicts of interest. No employee, officer, or agency may participate in the selection, award or administration of a contract supported by federal funds if he or she has a real or apparent conflict of interest.

H. PERFORMANCE MONITORING AND REPORTING

1. The SUBRECIPIENT shall submit detailed quarterly reports using the format and content shown on the RECIPIENT's performance progress report. The performance progress report is downloadable from <http://forms.FDACS.gov/02018.pdf>.
2. In the event the AGREEMENT is terminated, the SUBRECIPIENT shall furnish a report detailing progress made under this AGREEMENT through the date of termination within twenty (20) days of termination.
3. The SUBRECIPIENT shall cooperate in all on-site reviews from the RECIPIENT, its authorized representatives or federal government personnel.
4. The review personnel will be given full and complete access during normal business hours to all information related to the performance of this AGREEMENT to ensure compliance with project activities and statutes, regulations and rules.
5. The RECIPIENT will give 48 hours of notice of any on site review.

6. The SUBRECIPIENT shall make available all personnel involved in the performance of work on this AGREEMENT.
7. Failure to correct substandard performance within thirty (30) days after written notice from the RECIPIENT shall result in suspension and/or termination of the AGREEMENT.

I. RECORD RETENTION AND ACCESS

1. Retention Requirements for Records

- a. Upon reasonable notice, the RECIPIENT shall have access to the SUBRECIPIENT'S records during normal business hours.
- b. The SUBRECIPIENT shall maintain all records pertinent to the activities to be funded under this AGREEMENT for a period of five (5) years after final payment is received and for such additional period as may be required until all claims, litigation and appeals pertaining or related to the AGREEMENT have been completely resolved.

2. Public Access to Records

- a. The SUBRECIPIENT shall comply with all applicable requirements of Chapter 119, Florida Statutes.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**OFFICE OF GENERAL COUNSEL  
407 SOUTH CALHOUN STREET, SUITE 520  
TALLAHASSEE, FL 32399  
PHONE: (850) 245-1000  
EMAIL: [PRCUSTODIAN@FDACS.GOV](mailto:PRCUSTODIAN@FDACS.GOV)**

J. REMEDIES FOR NONCOMPLIANCE

1. Prior to the exercise of any remedy provided for herein, the RECIPIENT shall provide thirty (30) calendar days written notice of default and shall provide the SUBRECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the RECIPIENT shall have all rights and remedies provided at law or in equity, including without limitation the following:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.

- b. Disallow all or part of the cost of the services not in compliance.
- c. Wholly or partly suspend or terminate this AGREEMENT.

## 2. Termination

- a. The RECIPIENT may suspend or terminate this AGREEMENT if the SUBRECIPIENT:
  - (1) Fails to comply with any applicable rules, regulations or provisions referred to herein, or any other applicable state or federal statutes, rules, regulations, executive orders, federal guidelines, policies or directives;
  - (2) Fails, to timely fulfill its obligations under the AGREEMENT;
  - (3) Improperly or illegally uses funds provided under this AGREEMENT; or
  - (4) Submits reports that are incorrect in any material respect.
- b. This AGREEMENT may be terminated for convenience by either party upon giving not less than thirty (30) days advance written notice to the other party. SUBRECIPIENT shall be paid for all work satisfactorily performed prior to the date of termination provided SUBRECIPIENT has otherwise complied with the terms of this AGREEMENT, including the submission of all reports.

## 3. Financial Consequences

- a. If final paperwork is not submitted within 45 days of completion of the project, payment to the SUBREICIPIENT will NOT be made.
- b. Financial penalties for not completing Deliverables will be calculated by dividing the total award amount by the number of Deliverables unless otherwise noted in the Scope of Work. The financial penalty for missing Deliverables will be applied to the final payment.

## K. CLOSE OUT

- 1. Notwithstanding the termination or expiration of this AGREEMENT, the SUBRECIPIENT'S obligations to the RECIPIENT

shall survive until all close out requirements are completed. Close out activities shall include but are not limited to: completing and submitting final reports, properly disposing of property, accounting for unspent cash advances and program income and transferring custodianship of records to RECIPIENT or its designee.

2. Post-close Out Adjustments

Any funds paid in excess of the amount to which the SUBRECIPIENT is entitled under the AGREEMENT must be refunded to the RECIPIENT within thirty (30) days after demand therefore by RECIPIENT.

L. AUDIT REQUIREMENTS

1. Audit Provisions

- a. If the SUBRECIPIENT is a state or local government or a nonprofit organization, the audit provisions as defined in 2 CFR, Part 200 Subpart F are applicable.
- b. If the SUBRECIPIENT is a commercial organization (For-Profit), the organization will provide the RECIPIENT with its annual audited financial statement or the annual tax return provided to the Internal Revenue Service.
- c. Audit provisions are not required for a SUBRECIPIENT who is an individual.
- d. In the event that the SUBRECIPIENT expends \$750,000 or more in federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the 2 CFR, Part 200 Subpart F.
- e. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, Part 200 Subpart F is not required. Records must be available for audit or review if necessary.
- f. If the SUBRECIPIENT expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted, the cost of the audit must be paid from non-federal resources.

2. Basis for Determining Federal Awards Expended

- a. In determining the federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of

federal awards, including federal resources received from the RECIPIENT.

- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR, Part 200 Subpart F.

### 3. Relation to Other Audit Requirements

- a. If the SUBRECIPIENT has an audit conducted in relationship to any other federal regulation or statute, the RECIPIENT may determine upon review if the audit reports meet the needs of the RECIPIENT. If so, an additional audit will not be required.
- b. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with provisions of 2 CFR, Part 200 Subpart F will meet these requirements.
- c. These provisions do not limit the authority of the federal agency, Inspector General, General Accounting Office (GAO) or RECIPIENT to conduct or arrange for the conduct of audits or evaluations of federal financial assistance awards.

### 4. Frequency of Audits

- a. Audits shall be performed annually to meet this requirement.

### 5. Sanctions

- a. If the SUBRECIPIENT is unwilling or has a continued inability to have an audit conducted, the provisions for noncompliance will be enforced.

### 6. Subrecipient Responsibilities

- a. The SUBRECIPIENT shall arrange for the audit to be conducted in a timely manner and submitted as required in 2 CFR, 200.512.
- b. The SUBRECIPIENT shall prepare the financial statements in accordance with 2 CFR, 200.510.
- c. The SUBRECIPIENT shall promptly follow up and take corrective action on audit findings.

- d. The SUBRECIPIENT will provide the auditor with access to records, personnel, documentation and other information as needed by the auditor.

#### 7. Audit Findings Follow-up

- a. At the completion of the audit, the SUBRECIPIENT must prepare, in a document separate from the auditor's findings a corrective action plan to address each audit finding included in the current year auditor's reports.
- b. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned and the anticipated completion date.
- c. If the SUBRECIPIENT does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- d. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by the SUBRECIPIENT.
- e. Failure of the SUBRECIPIENT to comply with the above requirement will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

#### 8. Report Submission

- a. The audit must be completed and the data collection form and reporting package must be submitted within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.
- b. The SUBRECIPIENT must submit required data elements described in Appendix X to 2 CFR, Part 200 - Data Collection Form (SF-SAC), which states whether the audit was completed in accordance with this part and provide information about the SUBRECIPIENT, its federal programs and the results of the audit.
- c. A senior representative of the SUBRECIPIENT must sign a statement to be included as part of the data collection that the SUBRECIPIENT has complied with the audit

requirements, the data was prepared in accordance with 2 CFR, 200.512, the reporting package does not include protected personally identifiable information, the information is accurate and complete, and the reporting package and form will be publicly available on the web.

- d. The SUBRECIPIENT shall also submit to the RECIPIENT's Grant Manager one copy of the audit report, reporting package, any management letter issued by the auditor and data collection form described in Appendix X to 2 CFR, Part 200.
- e. The SUBRECIPIENT is required to use the internet submission form on the Federal Audit Clearinghouse (FAC) website. The FAC website is located at <http://harvester.census.gov/fac/>.
- f. The SUBRECIPIENT shall ensure that audit working papers are made available to the RECIPIENT, or its designee, Chief Financial Officer or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the RECIPIENT.

#### M. GENERAL CONDITIONS

1. Nothing contained in the AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of principal and agent or employer and employee between the parties. The SUBRECIPIENT will at all times remain an independent contractor with respect to the services to be performed under the AGREEMENT.
2. Any changes to the AGREEMENT require the written approval of each party's authorized official.
3. The RECIPIENT shall have the right of unilateral cancellation for refusal by the SUBRECIPIENT to allow public access to all documents, papers, letters or other material made or received by the SUBRECIPIENT in conjunction with the AGREEMENT, unless the records are confidential or exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.
4. The SUBRECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 of real property to a public entity, may not be awarded or perform work as a

SUBRECIPIENT, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. The CONTRACTOR shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
6. The SUBRECIPIENT is informed that the employment of unauthorized aliens by any SUBRECIPIENT is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the SUBRECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the AGREEMENT.
7. The SUBRECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 of real property to a public entity, may not award or perform work as a SUBRECIPIENT, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.
8. This AGREEMENT is contingent upon the availability of funding from the federal agency. The AGREEMENT may be terminated if funding from the federal agency is reduced or terminated.
9. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
10. Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this

AGREEMENT and applicable Federal, State or County guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, the SUBRECIPIENT must submit such subcontracts to the RECIPIENT for its review and approval.

11. The SUBRECIPIENT will, to the extent permitted by law, hold harmless, defend and indemnify the RECIPIENT from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this AGREEMENT. Nothing herein contained shall be construed or operate as a waiver of sovereign immunity to the extent sovereign immunity may otherwise apply.
12. The SUBRECIPIENT will comply with section 20.055, Florida Statutes.

This AGREEMENT may be amended at any time provided that such amendments make specific reference to this AGREEMENT and are executed in writing and signed by a duly authorized representative of each party.

In the event that two or more documents combine to form this AGREEMENT, and in the event that there is any contradictory or conflicting clause or requirement in these documents, the provisions of the document(s) prepared by the RECIPIENT shall be controlling.

This AGREEMENT shall be controlled by Florida law, contrary or conflict of law provisions notwithstanding.

In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, the clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties hereto.

Special Conditions: See attachment \_\_\_\_\_ or \_\_\_\_\_ N/A  
This AGREEMENT constitutes the entire AGREEMENT between the RECIPIENT and the SUBRECIPIENT for the use of the funds received under this AGREEMENT.

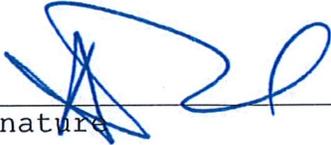
The Grant Manager for the RECIPIENT is Will Liner and is located at Florida Forest Service, 3125 Conner Boulevard, C-25, Tallahassee, Florida, 32399-1650.

The Grant Manager for the SUBRECIPIENT is Djenepha "Jenny" Polynice-Hall and is located at Village of Palmetto Bay, 9705 East Hibiscus Street, Palmetto Bay, Florida, 33157-5606.

Federal resources awarded to the SUBRECIPIENT pursuant to this agreement are from the U.S. Department of Agriculture/U.S. Forest Service, federal financial assistance funding opportunity under FAIN #19-DG-11083112-001 and Catalog of Federal Domestic Assistance number 10.664, Cooperative Forestry Assistance.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE SUBRECIPIENT  
AND CONSUMER SERVICES



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Director of Administration  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

3/5/20  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Village of Palmetto Bay

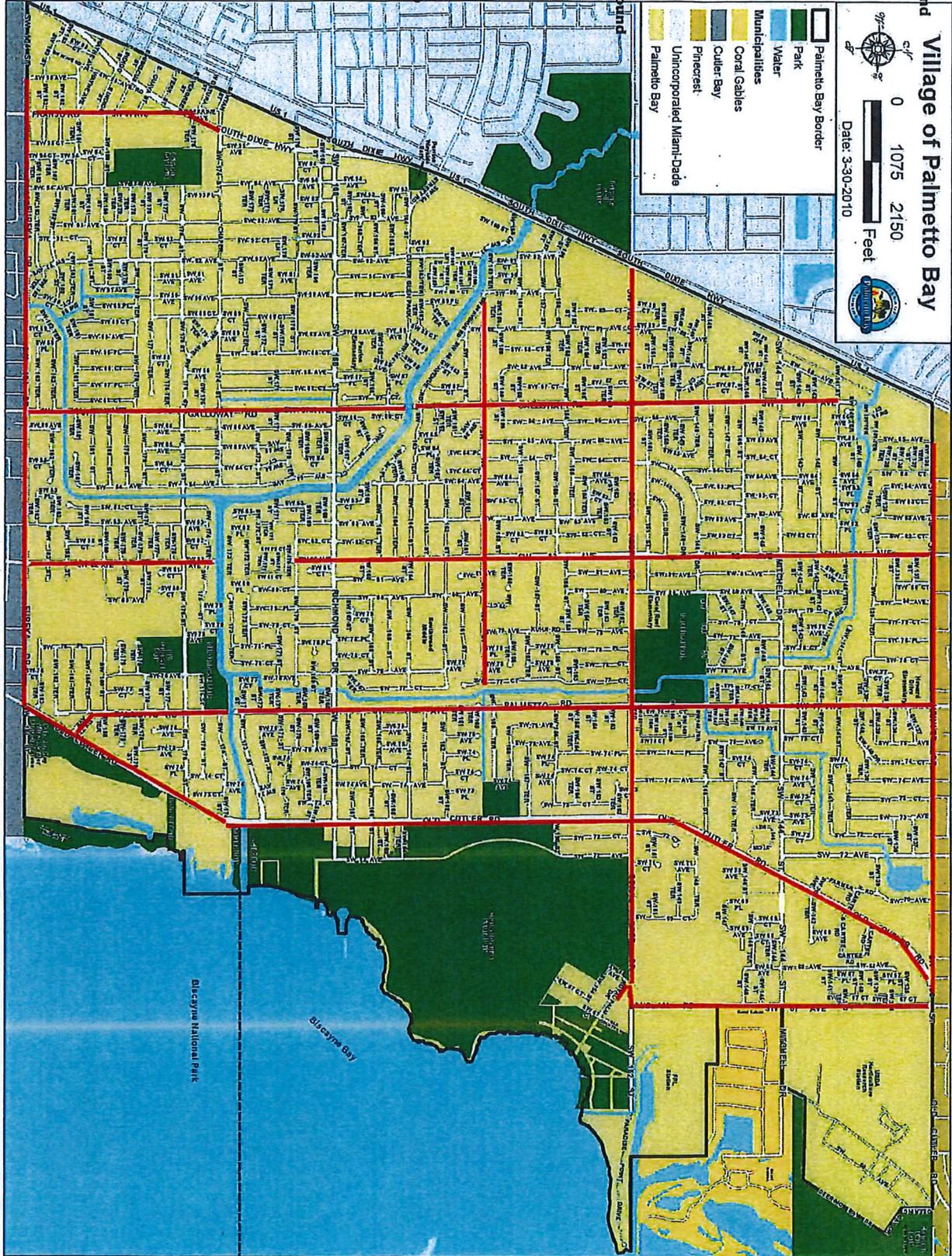
Scale: 0 1075 2150 Feet  
 Date: 3-30-2010  


- East/West Bound
- 1-SW 136 ST / Howard DR
- 2-SW 152 ST / Coral Reef DR
- 3-SW 160 ST
- 4-SW 184 ST / Eureka DR

- North/South Bound
- 1-SW 97 AVE / Franjo RD
- 2-SW 87 AVE / Galloway RD
- 3-SW 82 AVE
- 4-SW 77 AVE / Palmetto RD
- 5-Old Cutler RD
- 6-SW 67 AVE / Ludlam RD

Legend:

-  Palmetto Bay Border
-  Park
-  Water
-  Municipalities
-  Coral Gables
-  Cutler Bay
-  Pinecrest
-  Unincorporated Miami-Dade
-  Palmetto Bay



# ATTACHMENT A

Florida Department of Agriculture and Consumer Services  
Division of Administration



NICOLE "NIKKI" FRIED  
COMMISSIONER

## SCOPE OF WORK

2 CFR 200

<b>1. Federal Financial Assistance Funding Opportunity Number:</b> 19-DG-11083112-001-A	<b>2. Subrecipient FEIN:</b> 05-0541068
--	--

**3. Subrecipient Legal Name:**  
Village of Palmetto Bay

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures					
Deliverable #	Tasks	Task Description	Indicator	Costs per Unit	Outcome Measures
1 - Tree Inventory	Update tree inventory	Develop updated tree inventory	Completed inventory	\$30,000 TOTAL	A completed tree inventory for Palmetto Bay
2 - Purchase of laptops	Purchase	Purchase 2 touchscreen laptops	Delivery of laptops	\$800 TOTAL	Ability to update inventory in real-time
3 - Purchase of Tree Mgmt Software	Software Purchase	Purchase tree management software	Ability to update tree info.	\$9,200 TOTAL	Tree plotting and maintenance software

**Describe in detail the activity or work to be conducted.**

Task #1 - The Village will contract a consultant to perform the duties of developing an updated tree inventory. We do not have an arborist on staff who can perform the task of evaluating the conditions and species of trees to be documented.

Task #2 & Task #3- The purchase of 2 touchscreen notebooks will be used by the dedicated Tree Maintenance Worker and the Grounds Maintenance Workers while out in the field to update condition and maintenance of trees in real-time using the software tree plotting/management program . This will avoid missing information and late entries and keep everyone aware of work progress.



NICOLE "NIKKI" FRIED  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

1. Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001-A	2. Amount of funds requested for this project: \$20,000
3. Subrecipient Legal Name: Village of Palmetto Bay	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	
<p><b>Project Narrative:</b></p> <p>The Palmetto Bay Tree Inventory Management is a proposed project that will help redo a tree inventory throughout the Village. In 2017, after Hurricane Irma, many trees were lost from the heavy wind and rain that uprooted and diseased them. In 2013, with U&amp;CF funding, an initial tree inventory was developed (Attachment C). This information was only accessible at the office via an excel format provided.</p> <p>With this cycles U&amp;CF funding and being armed with more knowledge, the Village will redo our tree inventory and purchase 2 laptops installed with tree plotting/managing software that may be used out in the field. The measurable objectives for this project is the ability to have an updated tree inventory that will be available for real-time viewing, reporting, data entry and management/maintenance notes.</p> <p>A certified arborist will be contracted to undergo the task of redoing the tree inventory and will be joined by our dedicated, full-time Tree Maintenance Worker, a full-time Grounds Maintenance Worker, and a part-time Grounds Maintenance Worker. This team of employees will learn how to use the tree plotting/management software while assisting the contracted arborist with the tree inventory for all the Village.</p> <p>This project may take 12-18 months from publicizing the Request for Professional Services, approving the selected person before Council, purchasing the laptops and installing the tree management software to actually going around the Village logging conditions, size, species of trees. The successful completion of this project will help determine how many native or invasive species we have where &amp; how many additional trees are needed when applying for future tree planting grants available and make regular maintenance plans more realistic to be developed and followed by our dedicated staff.</p> <p>With the guidance of the arborist, our assisting staff will be able to continue using the information entered and conditions noted to establish a regular rhythmic system to trimming, pruning and will help us determine where we will need more trees and establish what invasive species may have to be removed and replaced with future funding opportunities.</p>	

# ATTACHMENT B

## Florida Department of Agriculture and Consumer Services Division of Administration



NICOLE "NIKKI" FRIED  
COMMISSIONER

### BUDGET PLAN

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 19-DG-11083112-001-A		Subrecipient FEIN: 05-0541068		
Subrecipient Legal Name: Village of Palmetto Bay				
Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -				
Fringe Benefits -				
Travel (not authorized)				
Equipment (not authorized)				
Supplies -				
Laptops	\$400.00	2		\$800.00
Tree Plotting program/software	\$4,600.00	2		\$9,200.00
Contractual (if authorized) -				
Tree Inventory			\$20,000.00	\$10,000.00
Trees -				
Other Expenses -				
<b>Total Direct Charges</b>				
Indirect Charges -				
<b>Total Amount</b>			<b>\$20,000.00</b>	<b>\$20,000.00</b>



Florida Department of Agriculture and Consumer Services  
Division of Administration

**FEDERAL FINANCIAL ASSISTANCE AGREEMENT  
FACT SHEET**

NICOLE "NIKKI" FRIED  
COMMISSIONER

<b>1. Federal Award Identification Number (FAIN):</b> 19-DG-11083112-001		<b>2. Federal Award Number:</b> 26275	
<b>3. Federal Award Agency:</b> USDA Forest Service		<b>4. Federal Award Title:</b> Consolidated Payment Grant	
<b>5. Federal Award Project Description:</b> Technical and financial assistance to state forestry agencies			
<b>6. CFDA Program Title:</b> Cooperative Forestry Assistance			
<b>7. CFDA Number:</b> 10.664	<b>8. Federal Award Date:</b> 10/01/18	<b>9. Federal Award Amount:</b> \$650,460	
<b>10. Recipient:</b> Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650		<b>11. Recipient Grant Manager:</b> Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881	
<b>12. Subrecipient:</b> Name: Village of Palmetto Bay Address: 9705 Hibiscus Street City, State, Zip + 4: Palmetto Bay, Florida 33157-5606		<b>13. Subrecipient Authorized Representative:</b> Name: Djenepha "Jenny" Polynice-Hall Email: <a href="mailto:dhall@palmettobay-fl.gov">dhall@palmettobay-fl.gov</a> Phone: (305) 259-1277	
<b>14. Subrecipient FEIN:</b> 05-0541068		<b>15. Subrecipient DUNS Number:</b> 166240239	
<b>16. Subrecipient Agreement Number:</b> 26862		<b>17. Subrecipient Award Amount:</b> \$20,000	
<b>18. Subrecipient Project Title:</b> Palmetto Bay Tree Inventory Management			
<b>19. Subrecipient Period of Performance:</b> Upon execution through 02/28/21		<b>20. Research and Development Award:</b> N/A	
<b>21. Approved indirect cost rate:</b> 5%		<b>22. Subrecipient Matching Amount:</b> \$20,000	

I certify that the above information is correct.

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

\_\_\_\_\_  
Date



Florida Department of Agriculture and Consumer Services  
Division of Administration

**FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT (FFATA)**

NICOLE "NIKKI" FRIED  
COMMISSIONER

2 CFR 200

<b>1. Federal Award Identification Number (FAIN):</b> 19-DG-11083112-001	<b>2. Federal Award Number:</b> 26275
<b>3. Recipient:</b> Florida Forest Service 3125 Conner Boulevard, C-25 Tallahassee, FL 32399-1650	<b>4. Recipient Grant Manager:</b> Name: Will Liner Email: will.liner@fdacs.gov Phone: 850-681-5881
<b>5. Subrecipient:</b> Name: Village of Palmetto Bay Address: 9705 Hibiscus Street City, State, Zip + 4: Palmetto Bay, Florida 33157-5606	<b>6. Subrecipient Authorized Representative:</b> Name: Djenepha "Jenny" Polynice-Hall Email: <a href="mailto:dhall@palmettobay-fl.gov">dhall@palmettobay-fl.gov</a> Phone: (305) 259-1277
<b>7. Subrecipient FEIN:</b>  05-0541068	<b>8. Subrecipient DUNS Number:</b>  166240239
<b>9. Primary Performance Location, if different than (12) below:</b> Address: City: Palmetto Bay Citywide State: Zip code + 4:	
<b>10. County of Primary Performance:</b> Dade	<b>11. Congressional District:</b> 27
<b>12. Performance in multiple counties: Yes or No. If yes, indicate the counties.</b> n/a	

I certify that the above information is correct.

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

\_\_\_\_\_  
Date



# ITEM 9A



**ECONOMIC TASK FORCE MEETING  
MEETING MINUTES FROM MEETING ON  
MONDAY, DECEMBER 2<sup>ND</sup>, 2019  
5:00PM VILLAGE HALL**

---

**ADVISORY BOARD MEMBERS PRESENT:**

Drew Kern, Eric Hass, Joe Bier, Walter Flores

**STAFF PRESENT:**

Maria Pineda, Community & Economic Development Director

**COUNCIL PRESENT:**

none

**PUBLIC PRESENT:**

none

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**I. DISCUSSION:**

- a. Discussion of future meeting schedules
  - i. Decided on monthly meetings with approval from Manager

**II. PUBLIC COMMENT**

- a. none

**III. NEW CHAIR AND SECRETARY SELECTION –**

- a. The board decided to wait until more members were present
- b. Discussed the departure of Peter England, Melissa Scott and Christopher Scott
- c. Discussed the departure of the Village Manager

**IV. APPROVAL OF MINUTES**

- a. Minor corrections were done, and minutes were approved

**V. OLD BUSINESS/ DISCUSSION ITEMS – SMALL BUSINESS  
DECALS**

- a. Joe Bier discussed the decals and spoke asked the other members present about the comments they had on decals.
- b. Discussed the aesthetics and criteria in order to become selected as a Palmetto Bay Small Business
- c. Determined that businesses must apply and follow code in order to be considered as a recognized Palmetto Bay Business
  - i. Related to polling process

**VI. NEW BUSINESS —**

- a. Spoke about the incentives Palmetto Bay can provide for businesses

**VII. LIST OF DISCUSSION ITEMS FOR NEXT MEETING**

- a. Didn't come up with a list of topics but spoke on the frequency of the meetings.

**VIII. ADJOURNMENT—**

- a. Meeting ended at approximately 5:45 PM (tape recorded stopped recording for the last couple of minutes)



# ITEM 9B

Village of Palmetto Bay  
Tree Advisory Board  
Monday, January 6, 2020  
Meeting Minutes

Members Present: Clifford; Grossenbacher; Pybas; Fell; Jenna Crawford (appointed after meeting)

Liaison: Dr. Matson

For Village: Attorney John Dellagloria; Interim Manager Truitt; Director Torres; Director Pineda

1. Roll Call: Quorum

Off-Agenda Item (for Staff present): SW 80 Ave. palmettos and fence @7980 SW 154 Ter.

Staff reports that homeowner refused as inadequate an offer of 3 feet of ROW. General agreement that Village has gone as far as it should. Board reminds that the important thing here is preservation of an ecological feature (and a Village resource). Chair points to DERM's comments about required permits and County control of new NFC. Grossenbacher agrees that permits are required for work by Village, including removal of dead/dying Arjune tree in CRP. Manager asks re transplantability of Palmettos, suggests a conference call with R. Hammer. Chair suggests need and perhaps requirement to fence the Palmettos, entirely, as a resource. Says rock ledge 1-2 feet from the street starts the barrier.

2. Comments: Clerk wants Calendar set. Dr. Matson asks what should be passed to Board, need for more meetings to cover. Introduction Jenna Crawford, BS Horticulture, 12 years plant industry (maintenance).

3. Minutes were approved with very minor corrections.

4., 6. Permitting ordinance, landscape requirements, proposed 30-50-23 (sent to Board for reading). Chair, Attorney: the code should be general to specific. This is a general stuck in specific. Board asks whether palms are allowed under this code, or under the proposed permitting ordinance. Grossenbacher talks about relationship our proposal, to existing County ordinance. We already have a Tree Trust Fund? (Chair: applies only to narrow part of development, never used, wide open in allowances for distribution). Dr. Matson wants our comments on DUV proposed code sent to Director Pineda within a week. Chair brings up difficulties with existing commercial development landscape deterioration, effect on viability new development. Grossenbacher says that County code is clear: any required landscaping must be maintained or replaced. Needs to be very clearly and explicitly stated in any of our development code.

6, 7, 8: Chair: Arbor Day planting selected trees; Events in CRP-elementary school project. Fell: OCR bridge for bike path. There were funds designated for trees 6-7 years ago. Staff reports that Intern for Resiliency is Andrea Candelaria; Attorney wants currently proposed ordinance. Meetings suggested 2<sup>nd</sup> and 4<sup>th</sup> Monday of every month, at 5 PM.

9. Adjournment 6:30 PM



# ITEM 9C

**CHARTER REVISION COMMISSION**

**MEETING MINUTES**

**Monday, February 10, 2020**

**9705 E. Hibiscus Street**

**Palmetto Bay, FL**

1. Call to Order: The meeting was called to order at approximately 6:39 pm.

The following members of the Charter Review Commission were present:

David Zisman

Mitchell Mandler

Shelley Stanczyk

Marc Levy

Tim Schaffer

Councilman Patrick Fiore, serving as the non-voting Council member)

The following staff members were present:

John Dellagloria, Village Attorney

Missy Arocha, Village Clerk

Greg Truitt, Interim Village Manager

Also present:

Councilmember David Singer

Joyce McGee, resident

Joseph Bier

Jerry Proctor

2. The Village clerk confirmed that there was a quorum present.
3. Public Comments, including comments from Village Council, Village Manager, or staff:
  - a. Chairman Zisman introduced Patrick Fiore who said he is from District 1 in Palmetto Bay and serves on Village council. Says he was elected from District 1 in 2018. He is here to give guidance and historical perspective.
  - b. Jerry Proctor introduced himself as an atty for the Montessori school. He asked Committee to consider a request for putting school charter on ballot and change it to be majority vote of neighbors. There will still be requirement of workshops and all other requirements that enable neighbors to give input. He was asked about whether Montessori school would accept a 75% vote.

Minutes

Charter Revision Commission – Monday, February 10, 2020

Page 1 of 4

- c. Atty Dellagloria said this committee gets the right to put this and all other issues from committee directly on the ballot without approval of the Village Council. And that Village Council could still put their own initiatives on the ballot.
  - d. Gregg Pruitt spoke and expressed appreciation for the work of the committee and encouraged them to stay on task.
- 4. Approval of Meeting Minutes: Shelly Stanczyk corrects part of old minutes as to reason why John DuBois was stepping down as liaison. Stanczyk moves that minutes be amended to reflect correct reason, motion seconded by Tim Schaffer, motion passed unanimously, and minutes were amended and accepted with those changes.
- 5. Old Business: Discussion of dates for future meetings.
- 6. Discussion of Agenda Items:
  - a. John Bier spoke and said he is the Chair of the Neighborhood Protection Committee. He said his committee is working on amendments to 10.2 of the Charter and said he would come back and give us a report at a later date.
  - b. At approximately 7pm, Patrick Fiore left the room to the stated reason to avoid any possible Sunshine Violations.
  - c. David Singer spoke and said the Village Charter is like the constitution. That in doing our jobs as Committee members, we should try to leave out petty issues. Decisions should be what's best for all, not just minority and not just vocal minority. We should consider the ramifications when someone breaches the Charter.
  - d. Tim Schaffer said maybe there should be penalties, there are some already in Charter, for things such as Council members going direct to employees of the Village and telling them what to do. How much do we want to put in there? Also says this has gotten worse lately, its been trending.
  - e. Gregg Truitt says the Council should be able to speak to employees but not give them directions, that we should tell employees to refer council members to him.
  - f. Jon Dellagloria says that the County Ethics Committee may have jurisdiction.
  - g. 7:02pm. Resident Brett Rothfield arrives.
  - h. 7:18pm, David Singer leaves the meeting.

Minutes

Charter Revision Commission – Monday, February 10, 2020

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- i. 7:20pm, Patrick Fiore returns to the meeting.
- j. Stanczyk raises the issue of who decides the Agenda items for Committee, specifically #5. Missy points out that agenda item #8, to let the clerk know the dates of future meetings.
- k. Village Clerk says the Council passed a resolution appointing Tim Schaffer new member of the Charter Revision committee and Schaffer takes oath administered by Clerk. Clerk also explained the ballot issue deadlines.
- l. Discussion about timing to deliver resolutions to comply with ballot deadlines.
- m. Marc Levy recommends June 8 to submit resolutions.
- n. Dates for future meetings discussed as 1st Monday in March (9<sup>th</sup>). Then March 16 then April 20<sup>th</sup>. Then discussion about April 7<sup>th</sup> – 1st meeting and April 13<sup>th</sup> – second meeting.
- o. PF was asked his opinion on single member districts. He said he served on Commission Revision Committee in 2015. He thinks the Village has matured in 20 years. That other cities have single member districts. That today, to run – the amounts of \$ being raised can be \$50-60K. He raised \$5K when he first ran. He also thinks you are better able to advocate for residents in that part of the city. Thinks voters are ready for it. Changing boundary lines of districts could be an issue. Also wants to see Village “Council” changed to Village “Commission”. More gender neutral.
- p. Dellagloria suggested we wait for effective date of single member to be 2 years.
- q. Mandler suggests we agree now to make single member district an issue to be considered by the Committee as part of our considerations.
- r. Mandler to ask Village Clerk for work of last Commission on single member districts.
- s. Zisman brings up issue of ballot runoffs - - - discussion issues. Maybe move election date to Aug, then runoff in November or winner takes all.
- t. Shelly said August has too many absentees. Minority can control an August election.

Minutes

Charter Revision Commission – Monday, February 10, 2020

- u. Shelly moves to keep election runoff as is. Tim votes no. then all others vote yes, motion passes.
- v. Shelly says for next meeting – bring up 2 issues that are new issues.
- w. Time moves to put single member district on next meeting agenda for discussion and possible vote. Motion is seconded and passes unanimously.
- x. Marc Levy moves to puts on next agenda the issue of private school extension/expansion on agenda for discussion & possible vote. Tim seconds, motion passes unanimously.
- y. Tim Moves that on next agenda for next meeting, we will discuss 10.2 of Current Charter. Marc seconds, motion passes unanimously.

7. Adjournment – a Motion was made to Adjourn which was seconded and all were in favor. The meeting was adjourned at 8:49PM.

Respectfully submitted:

Approved by the Charter Revision  
Commission this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Mitchell Mandler, Esq. (Secretary)

\_\_\_\_\_  
David Zisman, Chairperson



# ITEM 9D

**CHARTER REVISION COMMISSION**

**MEETING MINUTES**

**Monday, March 9, 2020**

**9705 East Hibiscus Street**

**Palmetto Bay, FL**

***REFER TO RECORDED TAPE FOR DETAILS AND CLARIFICATION***

1. The meeting was called to order at 6:30 pm.

The following members of the Charter Revision Commission were present:

David Zisman

Shelley Stanczyk

Marc Levy

Tim Schaffer

Councilmember Patrick Fiore, serving as the non-voting Council member

The following staff members were present:

John Dellagloria, Village Attorney

Gregory Truitt, Interim Village Manager

Also present:

John Phillips

Jerry Proctor

Joyce McGhee

New dates are set for future meetings

2. Public Comments

Jerry Proctor-Attorney for Montessori School – wanted to clarify some comments from previous meetings. Once again pushing for a simple majority to make changes to school numbers.

3. Approval of Minutes

Move to approve minutes:

2<sup>nd</sup> by Tim Schaffer and Marc Levy

All approved

4. Montessori School Issue

Shelly - recommends reducing approval from 75% to 65%.

David - asks Jerry Proctor to respond-discussion occurs. He wants simple majority.

Marc Levy - agrees with Shelly that 65% is a good number. Thinks that this is the last time school should have an opportunity to make this change to the charter. It will be the third time it will be on the ballot.

Tim Schaffer - not sure what it should be. Maybe we should remove it and make it an ordinance and have the commission deal without.

David -wants to know if Shelly is going to campaign against issue if it goes to 51%.

Will not vote on anything

John Phillips- says the 65% was reasonable.

David - lives 4 blocks away, is not affected by traffic.

## 5. Agenda Items

Single member districts

Patrick Fiore - advising to continue discussion.

Shelly - did research and believes it creates isolation with the community

David – wanted to vote but held off vote for Mitch to attend next meeting.

David - Get report regarding what was worked on in the past charter review committee meetings; what was approved and who voted for what; Missy sent email to everyone

### Item 5A

Marc - address Sec 1.4-Powers-Loop hole allows council to "re-apportion" Village land for other uses besides the current use. Remove loophole.

Shelly - new item added to Sec 1.4 the purchase of property above \$750k goes to a vote, 60%

Gregg said be careful that going to vote can slow the process of government.

Shelly - Sec 3.3-Extensive monthly Manger Report posted and in meeting packets

Tim-More discussion on NPA 10.1

### Item 5B

David-More discussion on single member districts

Meeting adjourned.

\*See Attachment A for reference for Section 1.4 and Section 3.3. discussion.

More complete reporting to the public by the Village Manager

**Section 3.3. - Powers and Duties of the Village Manager.**

**The Manager shall:**

3.3  
**(7) Prepare a monthly report to the Mayor, Council and residents concerning but not limited to the current status of the Village as follows: operations, departments, offices, boards, agencies, finances, development, construction, zoning, zoning applications, lawsuits, parks, or any other issues, etc., It shall be included in the Council Meeting Packet as publicly posted prior to the Council Meeting. This item shall not limit the ability of the Mayor and Council to require or request additional reporting by the Manager.**

1.4  
**Any Purchase and/or sale of property owned by the Village of Palmetto Bay properly appraised at a value over \$750,000 shall be placed on a ballot of a regularly scheduled election or a special election for a decision by the electorate by a majority Yes vote of 60%**



# ITEM 9E

**Village of Palmetto Bay**  
**Neighborhood Protection Committee**  
**Minutes of Meeting:**  
**February 19, 2020**  
*MINUTES ARE DRAFT UNTIL APPROVED*

**Committee Members:**

Joe Bier (Chair)	Present
Eugene Flinn (Secretary)	Present
Beverly Gerald	Absent
Gary Pastorella	Excused Absent
Jennifer Santino-Finger	Present

**Council Liaison:**

Marsha Matson, Council Member, District 3 - Present

**Staff Liaison:**

Maria Pineda, Community & Economic Development Director

**STAFF PRESENT:**

Interim Manager,  
Wesley C. Maltby Building Official  
Ofc Alan White

Interim Manager – discussed condition of county roadways in Palmetto Bay and announced tickets of street issues on County Roads.

**Public:**

Steven Kreisher – No Comment

The October meeting of the Neighborhood Protection Committee was called to order at 5:13 PM  
3 committee members were timely present.  
Council Liaison was timely present.  
Staff Liaison ABSENT

**PUBLIC COMMENT:** Steven Kreisher – discussed that there is a good example of needs for the Neighborhood Protection Committee can be seen outside.

**Minutes:** MOTION to defer minutes to a date that producer, B. Gerald would be present to be able to make changes – Moved by Flinn, Seconded by Chair. Approved 3-0.

Missing 2 members – Jennifer Santino-Finger moved to defer items – round table – as we are missing 2 members – Passed unanimously.

Discussion of enforcement issues –  
Examples discussed the gold cart ordinance, canal ordinances.  
Discussion of pre-construction and construction site standards – construction methods  
– potential pre-construction manual. Refer back 30-60.11. Liberty – Draft – Discussion  
of document and distribution of the code section, electronically.

Pending – Pre-Construction Manual/Covenant was discussed by Ms. Penada. A draft  
may be distributed electronically prior to the March 4 meeting, but review is needed by  
building official and ultimately legal before draft released.

Chair discussed the Charter Review – advised that the Charter Review Committee does  
intend on reviewing Charter Section 10.2. Wanted to get rid of it.

**Motion** – Moved by Chair – Jennifer Santino-Finger seconded – to allow chair to  
officially represent NPC at CRC meeting to answer questions – officially.

**Resulting action/motions:** No items of substance were moved or passed for reason  
of short committee.

**Meeting Adjourned:** approximately 6:30 PM

Respectfully submitted,

Eugene Flinn, Committee Secretary



# ITEM 10A



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To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Storm Drain Cleaning – Village  
Wide 1920-009

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF ENVIROWASTE SERVICES GROUP, INC. TO PROVIDE STORM DRAIN CLEANING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; APPROVING THE INCREASE OF THE APPROVED BUDGETED AMOUNT FOR DRAIN CLEANING SERVICES FOR FY 2019-20 OF \$100,000 BY AN ADDITIONAL \$50,000 FOR A TOTAL BUDGET OF \$150,000; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR A TOTAL AMOUNT NOT TO EXCEED \$150,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and by Mayor Karyn Cunningham)***

**BACKGROUND AND ANALYSIS:**

Stormwater management continues to be a joint effort between the Department of Regulatory & Economic Resources, SFWMD and the Village of Palmetto Bay. This effort is imperative to protect public safety and to minimize both public and private losses due to potential flooding from storm events.

The Village has worked with Envirowaste Services Group, Inc. for many years and still use them on occasion if a drain needs cleaning. The Public Service Department reviewed the current pricing from the Village of Pinecrest and the City of Doral which hold the same vendor and determined that it would be to the Village's advantage to piggyback under Sec. 2-175(i)(3) off of the City of Doral ITB# 2013-32. Envirowaste still holds the most competitive pricing in its industry and has history of working with the Village of Palmetto Bay.

**RECOMMENDATION:**

Administration and Mayor Cunningham recommends the approval for the selection of Envirowaste Services Group, Inc. to continue providing excellent services to the Village and start working to clean the basins before hurricane season 2020.

**FISCAL IMPACT:**

Budgeted Amount for fiscal year 2019-2020 (Special Revenue Account – Stormwater Utility)

	\$ 100,000.00
Traffic Calming – Speed Humps	\$ <u>50,000.00</u>
Total Not to Exceed	\$ 150,000.00

**Attachments:**

- A. ITB# 2013-32 “Catch Basin Maintenance Program – Piggyback
- B. RFP# 2019-10 “Storm Drainage Cleaning Services” Village of Pinecrest
- C. Village of Palmetto Bay - Agreement with EnviroWaste Services Group, Inc.



1           **WHEREAS**, the FY2019-20 allocated \$100,000 for drain cleaning  
2 services and the Village Council wishes to increase that amount by an  
3 additional \$50,000 for a total budget of \$150,000 to sufficiently cover  
4 drain cleaning expenses for the Village in advance of the upcoming  
5 hurricane season; and,  
6

7           **WHEREAS**, Envirowaste Services Group, Inc. has effectively  
8 provided drain cleaning services to the Village for a number of years and  
9 the company has responded to an Invitation to Bid (ITB) from the City of  
10 Doral and was selected as the most responsive bidder; and,  
11

12           **WHEREAS**, the Village desires to enter into a contract with  
13 Envirowaste Services Group, Inc. by piggybacking off City of Doral's ITB  
14 No. 2013-32, entitled Catch Basin Maintenance Program, under the same  
15 terms and conditions of that competitive notice and contract.  
16

17           **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**  
18 **OF PALMETTO BAY, FLORIDA, THAT:**  
19

20           **Section 1.** The Village Council hereby approves the selection of  
21 Envirowaste Services Group, Inc. to provide drain services to the Village;  
22

23           **Section 2.** The Village Council hereby approves the reallocation of  
24 \$50,000 from the \_\_\_\_\_ line item on the approved budget  
25 for FY2019-20 to the \_\_\_\_\_ line item for a total  
26 budget of \$150,000 for drain cleaning services.  
27

28           **Section 3.** The Village Council hereby authorizes the Interim  
29 Village Manager to enter into an agreement with Envirowaste Services  
30 Group, Inc. for a total not to exceed of \$ 150,000.00.  
31

32           **Section 4.** This resolution shall become effective upon adoption.  
33  
34

35           **PASSED** and **ADOPTED** this 4<sup>th</sup> day of May 2020.  
36  
37

38           Attest:  
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\_\_\_\_\_  
Melissa Dodge  
Acting Village Clerk

\_\_\_\_\_  
Karyn Cunningham  
Mayor

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

\_\_\_\_\_  
John Dellagloria  
Village Attorney

**FINAL VOTE AT ADOPTION:**

- Council Member Patrick Fiore \_\_\_\_\_
- Council Member David Singer \_\_\_\_\_
- Council Member Marsha Matson \_\_\_\_\_
- Vice-Mayor John DuBois \_\_\_\_\_
- Mayor Karyn Cunningham \_\_\_\_\_



## Memorandum

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Date: September 12, 2018

To: The Honorable Mayor and Members of the City Council

Via: Edward Rojas, City Manager 

From: Jorge Gomez, Public Works Director 

Subject: ITB #2013-32 Catch Basin Maintenance Program – Contract Extension

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### Introduction

This memorandum provides staff's recommendation for the contract extension of ITB #2013-32 Catch Basin Maintenance Services, which expires on September 30, 2018. The Public Works Department (PWD) completed a market analysis and recommends a waiver to competitive bid requirements and a contract extension of two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices as the original contract with Envirowaste Services Inc.

### Background

In order to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4 Permit) and the National Flood Insurance Program Community Rating System (CRS), municipalities are required to implement numerous best management practices (BMPs) to prevent water pollution as a result of stormwater runoff. One of the required practices is the cleaning of the stormwater drainage catch basins, better known as stormwater inlets. To comply with this requirement, the City of Doral implemented a Catch Basin Maintenance Program to control pollutant discharges and to protect the environment. The City has implemented this Program since its beginnings, first by adopting the Village of Pinecrest contract and eventually by competitively bidding the services.

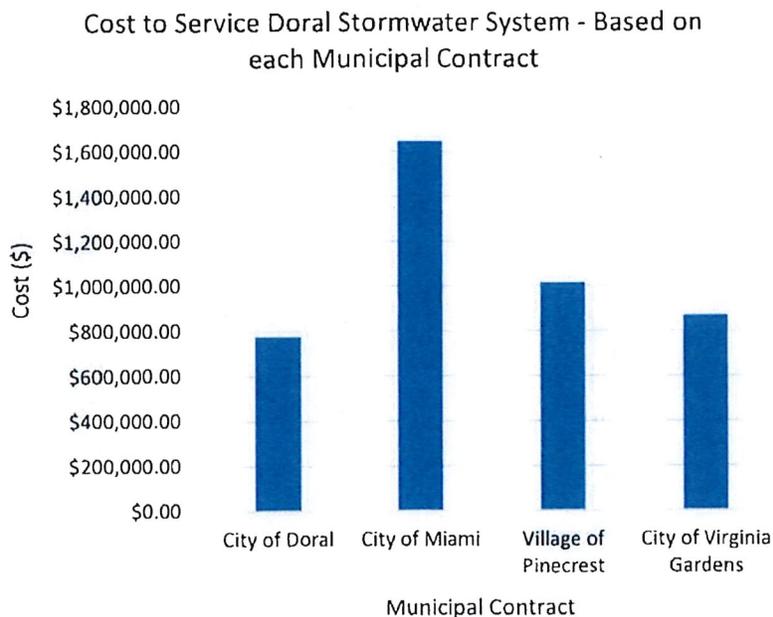
Currently, the City infrastructure is comprised of approximately 2,568 inlets, 754 stormwater manholes, and approximately 242,100 linear feet of solid pipe and exfiltration trench (better known as french drain). This infrastructure keeps expanding as new areas are developed, new public roads are constructed, and drainage improvement projects are completed. The Catch Basin Maintenance Program is scheduled throughout the fiscal year servicing each City section in a clockwise direction. Under the current budget, the entire City's stormwater infrastructure is serviced every 2 years, which is a requirement to maintain the City's NPDES MS4 Permit.

## Procurement

On December 11, 2013, RFP #2013-32 was issued for the purpose of providing catch basin maintenance services to the City's stormwater drainage infrastructure. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) proposal was received and opened on January 15, 2014, with the firm meeting the required criteria. A two (2) year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc. (EnviroWaste) by Resolution No. 14-36. The initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017 and the second one-year extension expired on March 24, 2018. Resolution No. 18-30 granted the PWD a 6-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis.

As part of the analysis, the PWD contacted three (3) municipalities which entered into three different contracts with EnviroWaste. Each contract has different established prices. The unit price of each municipal contract was used to estimate the cost to service the City's stormwater drainage infrastructure. As shown in Figure 1, the cost to service the City's infrastructure using each municipal contract pricing increases in the range of \$91,396.02 to \$871,037.55 compared to the City's current cost.

*Figure 1 - EnviroWaste Contract Cost Analysis*



While conducting the market analysis, the City of Miami issued an Invitation for BID (IFB) (April 25, 2018) for Storm Sewer Cleaning Services. On June 28, 2018 the Final Bid Tabulation was posted showing four (4) business bid proposals with EnviroWaste as the lowest bidder. On July 16, 2018, the Notice of Intent to Award was sent to all responding bidders and the City Manager's recommendation to award EnviroWaste will be presented to the City of Miami Commission on September 13, 2018. As shown above, comparing the unit prices submitted for the City of Miami IFB with the City's current contract (RFP #2013-32), there would be a substantial increase of \$871,037.55 to service the City's storm water infrastructure.

Contact was made with other companies that provide similar services and references were requested. Based on these references and the company's capabilities, the PWD concluded that they would not be able to provide the level of service and reliability required to maintain the City's infrastructure to its current standards.

The result from the market analysis confirms that the City's current contract with EnviroWaste provides competitive prices and the amount of entities that have adopted the City's contract supports these findings. Below please find a list with the number of municipalities and Doral communities that adopted the City's current contract with EnviroWaste.

<u>Municipality/Community</u>	<u>Contract Amount</u>
Town of Cutler Bay	\$375,000.00
City of Coral Gables	\$300,000.00
City of North Bay Village	\$75,000.00
City of Palmetto Bay	\$75,000.00
City of Aventura	\$50,000.00
City of West Park	\$50,000.00
Town of Jupiter	\$50,000.00
City of North Miami Beach	\$100,000.00
Village of Palmetto Bay	\$15,000.00

Doral Woods  
Doral Landings  
Doral Dunes  
Doral Palms  
Doral Sands

The Public Works Department (PWD) is requesting authorization from City Council to waive the competitive bid process, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend ITB #2013-32 (Catch Basin Maintenance Program). The PWD believes that the contract extension is in the best interest of the City due to the competitive prices, quality, and a reliable service of this vendor. The extension will be for two (2) years with the option to renew for an additional two one (1) year terms, under the same terms, conditions, and prices as the original contract.

Attached please find "Exhibit A" which includes a copy of the current contract, a copy of the final 6-month extension letter, and a copy of the contract extension letter for a two (2) year contract with an option to renew for an additional two one-year periods.

Recommendation

The PWD respectfully requests the City Council to authorize the City Manager to waive the competitive bid process and expend budgeted funds on the behalf of the City, pursuant to section 2-321 of the City of Doral Code of Ordinances, and extend the current contract with EnviroWaste Services Inc. This extension will be for two (2) years with the option to renew for an additional two one (1) year terms under the same terms, conditions, and prices of the original Contract. Funding for this request was budgeted for Fiscal

Year 2018-19 and is available from the Public Works Department Stormwater Fund, Account Number #401.80005.500340 (\$500,000).

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
EnviroWaste Services Group, Inc.  
FOR  
Catch Basin Maintenance Program

THIS AGREEMENT, dated as of the 24 day of March 2014, is made between EnviroWaste Services Group, Inc., a Florida corporation, (hereinafter the "Vendor"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.
  - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
  - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
2. Term/Commencement Date.
  - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **March 24, 2016**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

\_\_\_ A lump sum amount of \$ \_\_\_\_\_, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

v On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **\$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq  
City Attorney  
Gray Robinson, P.A.  
401 E. Las Olas Blvd., Suite 1850  
Ft. Lauderdale, Florida 33301

For The Vendor: Eduardo Barba, President  
EnviroWaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street, Second Floor  
Miami, Florida 33131

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its President, whose representative has been duly authorized to execute same.

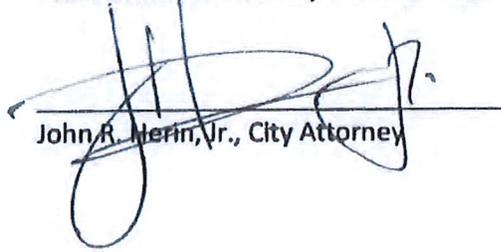
Attest:

CITY OF DORAL

  
\_\_\_\_\_  
Barbara Herrera, City Clerk

By:   
\_\_\_\_\_  
Joe Carollo, City Manager  
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

  
\_\_\_\_\_  
John R. Herin, Jr., City Attorney

Vendor

By:   
\_\_\_\_\_  
Its: Eduardo Baha, President  
Date: 3/19/14

**RESOLUTION NO. 14-36**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

**WHEREAS**, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

**WHEREAS**, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

**WHEREAS**, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

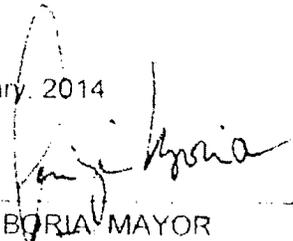
**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

**[Section left blank intentionally]**

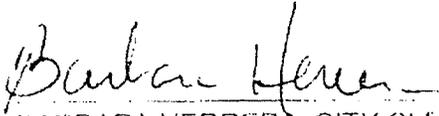
The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote the vote was as follows

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

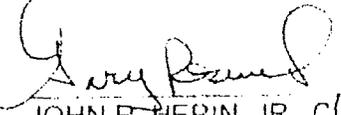
PASSED and ADOPTED this 19<sup>th</sup> day of February, 2014

  
LUIGI BORIA, MAYOR

ATTEST

  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
AND RELIANCE OF THE CITY OF DORAL ONLY.

   
JOHN R. HERIN, JR. CITY ATTORNEY

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA	195. <sup>00</sup>	401,700-
2	Cleaning of Manhole	525	EA	195. <sup>00</sup>	102,375-
3	Cleaning of Slab-Covered-Trench Box	71	EA	195. <sup>00</sup>	13,845-
4	Cleaning of Outfall Structure	84	EA	195. <sup>00</sup>	16,380-
5	Cleaning of Pipe	274,000	LF	.50	137,000-
6	Emergency Vac-Truck (includes operator)	160	HR	155. <sup>00</sup>	24,800-

PROPOSAL TOTAL

\$696,100-

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Proposer: EnviroWaste Services Group, Inc.

Address: 4 SE 1st Street, Second Floor

Miami, FL 33131

Telephone: (305) 637-9665

Facsimile Number: (305) 637-9659

Attention: Eduardo Barba, President



**VILLAGE OF PINECREST**  
Request for Proposals

**Storm Drainage System Cleaning Services**  
**RFP No. 2019-010**

The Village of Pinecrest, Florida is inviting the submission of proposals from qualified vendors for storm drainage system cleaning services within the Village of Pinecrest as describe in the "Scope of Services."

Complete proposals must be submitted to the Village of Pinecrest at 12645 Pinecrest Parkway, Pinecrest, FL 33156, no later than 11:00 a.m. **Monday, July 8, 2019** in a sealed envelope clearly marked "Storm Drainage System Cleaning Services". Any proposals received after the time specified will not be accepted.

**For a complete copy of the RFP, please visit [www.pinecrest-fl.gov/BIDS](http://www.pinecrest-fl.gov/BIDS).**

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise. There exists the possibility that the Village may consider in its best interest to award the contract to more than one firm, each to be available for specific assignments as the need arises.

Release Date: June 12, 2019

Due Date: Monday, July 8, 2019, 11:00 am

Contact: [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov)

12645 Pinecrest Parkway, Pinecrest, Florida 33156  
T: 305.234.2121 | F: 305.234.2131  
[www.pinecrest-fl.gov](http://www.pinecrest-fl.gov)



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Request For Proposal  
Storm Drainage System Cleaning Services  
Project No. 2019-010

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Attachment #1  
Public Entity Crimes and Conflicts of Interest Form

**PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST FORM**

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

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 Pinecrest  
[print name of the public entity]  
by Julio Fojon, President  
[print individual's name and title]  
for EnviroWaste Services Group, Inc  
[print name of entity submitting sworn statement]

whose business address is 18001 Old Cutler Rd, #554  
Miami, Fl. 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0829090 (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 misrepresentation.
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,

Request For Proposal  
Storm Drainage System Cleaning Services  
Project No. 2019-010

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 any 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, 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 relation 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 of 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 (ONE) 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]

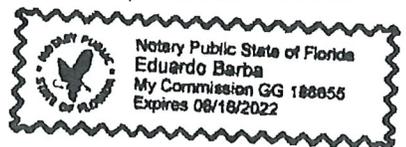
Sworn to and subscribed before me this 20 day of June, 2019.

Personally known  \_\_\_\_\_  
OR Produced identification  \_\_\_\_\_

Notary Public – State of Florida

My commission expires 6/16/22

\_\_\_\_\_  
(Type of identification)  
(Printed, typed or stamped commissioned name of notary public)  
Form PUR 7068 (Rev.06/11/92)



Attachment #2  
Drug Free Workplace Form

**DRUG FREE WORKPLACE**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions 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 vendors 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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S Signature: \_\_\_\_\_

Print Name: Julio Fojon

Date: 6/20/19

Attachment #3  
Vendor Reference Form



# CITY of HOLLYWOOD, FLORIDA

DEPARTMENT OF PUBLIC UTILITIES  
1621 North 14<sup>th</sup> Avenue · P. O. Box 229045 · Zip 33020-3263  
Telephone: 954-921-3930 · Fax: 954-921-3258  
Engineering and Construction Services Division

May 1, 2018

To whom it may concern:

Re: Letter of Recommendation for EnviroWaste Services Group, Inc

EnviroWaste Services Group, Inc as a contractor to The City of Hollywood, FL on multiple projects since 2011. We are happy to recommend this firm for any storm and sanitary sewer inspection and repair work that they are selected to perform.

Projects City of Hollywood has contracted to EnviroWaste Services Group:

**11-7063 – Gravity Sewer System Condition Assessment and Renewal and Replacement Program**

Contract Value: \$426,746.71

February 2012 through October 2014

Description: Sanitary sewer inspection and cleaning, no dig cipp spot repairs and excavated point repairs. Pipe diameter sizes ranged from 6" through 48".

**13-7068 – Gravity Sewer System Condition Assessment and Renewal and Replacement Program**

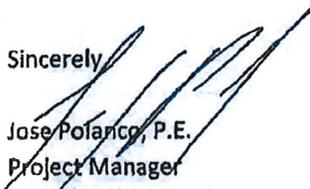
Contract Value: \$568,955

January 2014 through January 2016

Description: Sanitary sewer inspection and cleaning, no dig cipp spot repairs and excavated point repairs. Pipe diameter sizes ranged from 6" through 48".

EnviroWaste Services Group has demonstrated professionalism and competence in their field and have cooperated with us and the City representatives, especially when changes to the projects occurred. Please contact me if additional information is required regarding this recommendation.

Sincerely,

  
Jose Polanco, P.E.

Project Manager

City of Hollywood, Department of Public Utilities

954-921-3930

[jpolanco@hollywoodfl.org](mailto:jpolanco@hollywoodfl.org)

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

November 30, 2018

To: NOEL POLO

Phone: 305-400-5022

Fax:

E-mail: npolo@coralgables.com

Re: Performance Evaluation of EnviroWaste Services Group, Inc.

To Whom It May Concern:

The Village of Bal Harbour, Florida (the "Village") has issued Request for Proposals No. 2018-04, requesting proposals from qualified and experienced utility system vacuum truck and video service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Village collects past performance information on firms and contractors that provide professional services and compete for Village contracts. The information you provide will be used to assist the Village in the selection of a firm to provide disaster debris management services. Both the company and the Village would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to John Oldenburg at 655 96<sup>th</sup> Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov).

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY  
VILLAGE OF BAL HARBOUR RFP NO. 2018-04,  
UTILITY SYSTEM VACUUM TRUCK AND VIDEO SERVICES

Company Name: EnviroWaste Services Group, Inc.

Point of Contact: EDUARDO BARBA

Phone and email: Info@envirowastesg.com 305-637-9665

Nature of services provided: Sewer Cleaning Services

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10
2	Accessibility of firm's staff and principals	10
3	Ability to ensure the project is completed on-time and within budget	10
4	Responsiveness	10
5	Quality of services provided	10
6	Quality and accuracy of on-site inspection	10
7	Ability to respond to feedback	10
8	Professionalism	10
9	Overall customer satisfaction	10

Overall Comments:

Company providing Referral: CITY OF CORAL GABLES

Contact Name: NDEL POLO

Contact Phone and e-mail: 305-460-5022 / npolo@coralgables.com

Date of Services: on-going

Dollar Amount for Services: OVER \$1,000,000

Thank you for your time and effort. Please return this form to John Oldenburg at 655 96<sup>th</sup> Street, Bal Harbour Village, Florida 33154, or by email at [joldenburg@balharbourfl.gov](mailto:joldenburg@balharbourfl.gov)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACTOR**  
**FIELD PERFORMANCE REPORT**

375-020-43  
 MAINTENANCE  
 08/14

Contractor: Envirowaste

Contract: E5U38

Evaluation Date: January 7, 2019

Type of Evaluation:  Periodic  Final

**Category One**

**Pursuit and Timely Completion of Work**

	Performance
The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded.	Excellent <input checked="" type="radio"/>
Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded.	Satisfactory <input type="radio"/>
The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work.	Unsatisfactory <input type="radio"/>
The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work; including written correspondence advising the Contractor of potential default. Expectations were not met.	Poor <input type="radio"/>
Notes & Comments	
All work was completed within contract time. The Contractor performed work efficiently, and consistently performed work in a timely manner.	

**Category Two**

**Maintenance of Traffic (MOT) & Safety Operations**

	Performance
MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public.	Excellent <input checked="" type="radio"/>
MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally.	Satisfactory <input type="radio"/>
MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met.	Unsatisfactory <input type="radio"/>
Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met.	Poor <input type="radio"/>
N/A (To be used when MOT was not necessary or included in the contract).	N/A <input type="radio"/>
Notes & Comments	
The Contractor consistently maintained proper MOT set-ups and quickly addressed any concerns. Contractor's focus on safe operations for pedestrian and traveling public were excellent and there were no injuries or accidents during the project.	

Contractor: Envirowaste

Contract: E5U38

Evaluation Date: Jan 7, 2019

**Category Three**

**Timely and Complete Submittal of Documents and Reports**

	Performance
Written correspondence and documentation were error free and critical dates were met.	Excellent <input checked="" type="radio"/>
Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors.	Satisfactory <input type="radio"/>
Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal.	Unsatisfactory <input type="radio"/>
Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time.	Poor <input type="radio"/>
<b>Notes &amp; Comments</b>	
The Contractor submitted quality and accurate documentation consistently. All critical dates were met during the contract.	

**Category Four**

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

	Performance
Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department.	Excellent <input checked="" type="radio"/>
Contractor consistently performed quality work operations according to the contract with few errors.	Satisfactory <input type="radio"/>
Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work.	Unsatisfactory <input type="radio"/>
The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion.	Poor <input type="radio"/>
<b>Notes &amp; Comments</b>	
During operations the Contractor provided high quality Quality Control and remained in with the contract documents for the life of the contract.	

Contractor: Envirowaste

Contract: E5U38

Evaluation Date: Jan 7, 2019

**Category Five**

**Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies**

	Performance
Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded.	Excellent ●
Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded.	Satisfactory ○
Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met.	Unsatisfactory ○
Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate.	Poor ○
Notes & Comments	
The Contractor and Team maintained a positive relationship with the Department, its representatives, and the public. The Contractor consistently went above and beyond during the life of the contract to ensure all parties impacted or involved with the project had their needs met.	

**Category Six**

**Disadvantaged Business Enterprise (DBE) Reporting**

	Performance
Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required.	Excellent ●
Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required.	Satisfactory ○
Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required.	Unsatisfactory ○
Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary.	Poor ○
N/A (To be used when the Contractor is exempt from DBE reporting requirements.)	N/A ○
Notes & Comments	
The Contractor used the EOC system during this period.	

Overall Score 100

Contractor: Envirowaste

Contract: E5U38

Evaluation Date: Jan 7, 2019

Summary

Pursuit and Timely Completion of Work	<u>Excellent</u>
Maintenance of Traffic (MOT) & Safety Operations	<u>Excellent</u>
Timely and Complete Submittal of Documents and Reports	<u>Excellent</u>
Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	<u>Excellent</u>
Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies	<u>Excellent</u>
Disadvantaged Business Enterprise (DBE) Reporting	<u>Excellent</u>

Submitted By: **eric j plantier** Digitally signed by eric j plantier  
 Date: 2019.01.09 15:16:54 -05'00'  
 Project Manager Date

Reviewed By: **James E Wood** Digitally signed by James E Wood  
 Date: 2019.01.24 12:53:49 -05'00'  
 Asst. General Manager Date

Reviewed By: **Christine M Baron** Digitally signed by Christine M Baron  
 Date: 2018.01.28 08:27:25 -05'00'  
 District Maintenance Engineer Date

CONTRACTOR \_\_\_\_\_ Date \_\_\_\_\_  
(Signature does not indicate concurrence)

- COPIES:  
 Contractor  
 Project File  
 District Maintenance Engineer - Original  
 Cost Center Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACTOR**  
**FIELD PERFORMANCE REPORT**

375-020-43  
 MAINTENANCE  
 05/14

Contractor: Envirowaste Services Group, Inc.

Contract: E2V99

Evaluation Date: May 21, 2018

Type of Evaluation:  Periodic  Final

**Category One**

**Pursuit and Timely Completion of Work**

	Performance
The Contractor performed all work in an effective and expedient manner. The Department's expectations regarding timely pursuit and completion of the work were often exceeded.	Excellent <input checked="" type="radio"/>
Except for a few occasions, the Contractor completed all of the work within authorized timeframes. The Contractor consistently demonstrated sufficient efforts to complete work in a timely fashion. The Department's expectations regarding timely pursuit and completion of the work were usually met and sometimes exceeded.	Satisfactory <input type="radio"/>
The Contractor occasionally completed the work in a timely manner, but efforts were consistently less than adequate. Department involvement was required on more than one occasion to prompt the Contractor to complete the work.	Unsatisfactory <input type="radio"/>
The Contractor failed to complete the work in a timely fashion. On several occasions the Contractor failed to begin work in a timely fashion, and the Contractor made little effort to correct deficiencies. Substantial Department involvement was required to prompt completion of the work, including written correspondence advising the Contractor of potential default. Expectations were not met.	Poor <input type="radio"/>
<b>Notes &amp; Comments</b>	
The Contractor accomplished all work in an expedient manner as additional crews were utilized to ensure the job was completed in accordance with the contract. It was the expertise and organizational skills of the Contractor that made them realize extra personnel were needed. The Department commended the Contractor for being self-sufficient and cognizant of the time frames in the contract.	

**Category Two**

**Maintenance of Traffic (MOT) & Safety Operations**

	Performance
MOT setups and compliance were proper with no correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present at all times. Expectations were exceeded, Contractor often went above and beyond FDOT Design Standard requirements to ensure safety for both work crews and traveling public.	Excellent <input checked="" type="radio"/>
MOT setups and compliance were mostly proper with few correctable complaints from Department personnel and/or traveling public. No incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were present. Expectations were met and exceeded occasionally.	Satisfactory <input type="radio"/>
MOT setups and compliance were at times achieved, but there were several complaints and/or incidents of non-compliance. No major incidents or injuries occurred within work zones due to improper MOT. Qualified MOT personnel were usually present. Some involvement from Department personnel was required on a few occasions. Expectations were not consistently met.	Unsatisfactory <input type="radio"/>
Proper MOT deployment and overall compliance was lacking. Numerous correctable complaints from Department personnel and/or traveling public were noted. An incident with injuries may have occurred within the work zone due to improper MOT. Qualified MOT personnel were seldom on site or in close proximity to the work site. Expectations were not met.	Poor <input type="radio"/>
N/A (To be used when MOT was not necessary or included in the contract).	N/A <input type="radio"/>
<b>Notes &amp; Comments</b>	
No involvement was needed from the Department as all MOT setups were in compliance with the Design Standards. All lane closures were setup properly and the devices were in accordance with the Approved Product List (APL). No complaints were received from the traveling public as safety of the work zone was a major concern of the Contractor.	

Contractor: Envirowaste Services Group, Inc.

Contract: E2V99

Evaluation Date: May 21, 2018

**Category Three**

**Timely and Complete Submittal of Documents and Reports**

	Performance
Written correspondence and documentation were error free and critical dates were met.	Excellent <input type="radio"/>
Contractor adequately followed the contract from a written correspondence perspective. Quality in relation to written correspondence was good with few errors.	Satisfactory <input checked="" type="radio"/>
Department personnel encountered issues with the overall quality of the written correspondence or overall timeliness of contract document submittal.	Unsatisfactory <input type="radio"/>
Overall quality control from a correspondence/paperwork aspect was not met. Excessive prompting from Department personnel for required documentation was required and the correction of substandard/low quality work was necessary. Contractor failed to submit required documents such as Form 21-A within allowable time.	Poor <input type="radio"/>
<b>Notes &amp; Comments</b>	
Good written correspondence and documentation were submitted to the Department. Critical dates were met per the scope of the contract. Only one invoice was submitted for this contract and corrective actions were necessary. Upon verifying and communicating the quantities inconsistencies, the Contractor quickly corrected the matter. Also, some prompting by the Department was needed to obtain DVD Inspection videos. Form 21-A was received within the allotted time frame of the contract.	

**Category Four**

**Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements**

	Performance
Contractor followed all of the requirements/conditions of the contract with superior quality in accordance with FDOT Standards and Specifications (including environmental issues if applicable). Contractor was self-sufficient requiring no help from the Department.	Excellent <input checked="" type="radio"/>
Contractor consistently performed quality work operations according to the contract with few errors.	Satisfactory <input type="radio"/>
Overall quality control in the field was not consistently met. Department personnel were often required to prompt the Contractor for correction of substandard or low quality work.	Unsatisfactory <input type="radio"/>
The Department identified notable errors and failures to meet contract requirements. Overall quality control was only met on occasion.	Poor <input type="radio"/>
<b>Notes &amp; Comments</b>	
The quality of work was excellent and in accordance with FDOT's Specifications. The Contractor was clearly knowledgeable and experienced in the desilting process as it was obvious when the Department's personnel reviewed the DVD videos and Inspection Reports that the pipes were properly cleaned. Expectations were often exceeded in this area of responsibility.	

Contractor: Envirowaste Services Group, Inc.

Contract: E2V99

Evaluation Date: May 21, 2018

**Category Five**

**Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and other Governmental agencies**

	Performance
Interaction with Department personnel was outstanding; no complaints from the traveling public or adjacent property owners were noted. The Contractor handled any issues that arose, notifying the Department of the outcome. Positive feedback from the public was noted. Expectations were often exceeded.	Excellent ⊙
Few, if any, complaints from the traveling public or adjacent property owners were noted. When a concern was expressed, the Contractor was quick to resolve it. Positive interaction with Department personnel with some positive feedback from the public was noted. Expectations were always met and occasionally exceeded.	Satisfactory ○
Some complaints from outside parties and Department personnel were noted (mostly minor in nature). Most complaints were handled in a timely manner. Expectations were not consistently met.	Unsatisfactory ○
Numerous complaints were received about work operations, staging of equipment, and/or poor attitude. The Contractor repeatedly failed to follow instructions; communication and cooperation was inadequate.	Poor ○
<b>Notes &amp; Comments</b>	
The Contractor's communication and interactions with the Department were outstanding as any requests made by the Department were responded to in a professional and timely manner. Daily contact was made by the Contractor to ensure all work needs were addressed. Constructive exchanges of information such as unforeseen concerns found in the field by the Contractor was routinely practiced. The Contractor's attitude was always optimistic and courteous.	

**Category Six**

**Disadvantaged Business Enterprise (DBE) Reporting**

	Performance
Contractor's staff was very well qualified and capable to address sufficient utilization of the Equal Opportunity Compliance (EOC) System application to collect, review, and report any DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed no issues and no follow up with the Contractor in regard to DBE issues was required.	Excellent ○
Contractor's staff sufficiently utilized the Equal Opportunity Compliance (EOC) System to adequately collect, review and report DBE commitments/payments. Periodic checks of the EOC System by Department personnel revealed very few issues and minimal follow up with the Contractor in regard to DBE issues was required.	Satisfactory ⊙
Contractor demonstrated little interest in utilizing the EOC system to collect, review, and report any DBE commitments/payments. Requests for the Contractor to utilize the system were repeatedly made by Department personnel and follow up with the Contractor was often required.	Unsatisfactory ○
Contractor failed to adequately report DBE commitments/payments. Requests for the Contractor to correct errors within the system were repeatedly made by the Department; excessive/recurring assistance to the Contractor was necessary.	Poor ○
N/A (To be used when the Contractor is exempt from DBE reporting requirements.)	N/A ○
<b>Notes &amp; Comments</b>	
Periodic checks of the Equal Opportunity System (EOC) by the Department required minimal follow-ups in regards to reporting of DBE commitments. The Contractor's staff understood and adequately utilized the system after being prompted by the Department.	

Overall Score 96

Contractor: Envirowaste Services Group, Inc.

Contract: E2V99

Evaluation Date: May 21, 2018

Summary

The pursuit of the work was outstanding as the Contractor fulfilled the time requirement of the contract. All MOT setups were in compliance with the Design Standards as the Contractor was very independent and safety conscientious. The overall quality was excellent as the debris and buildup in the pipes were properly cleaned/removed to provide maximum drainage capacity. Upon advising the Contractor of discrepancies on an Invoice, immediate corrective actions were taken. Also, some prompting was needed for the reporting of DBE information into the EOC system. Interactions and cooperation between the Contractor and the Department were excellent. Daily communication and a dissemination of information were key to the positive working relationship. The work produced was excellent and the Department was content with the services that were provided by the Contractor.

Pursuit and Timely Completion of Work	<u>Excellent</u>
Maintenance of Traffic (MOT) & Safety Operations	<u>Excellent</u>
Timely and Complete Submittal of Documents and Reports	<u>Satisfactory</u>
Overall Quality Control, Environmental Compliance, and Compliance with Contract Requirements	<u>Excellent</u>
Interaction, coordination, and cooperation with Department personnel, traveling public, other contractors, property owners and Government agencies	<u>Excellent</u>
Disadvantaged Business Enterprise (DBE) Reporting	<u>Satisfactory</u>

Submitted By: Cynthia Nelson 5/22/18  
Project Manager Date

Reviewed By: Janet Turner Jones 5/22/2018  
Cost Center Manager Date

Reviewed By: [Signature] MAY 20, 2018  
District Maintenance Engineer Date

CONTRACTOR \_\_\_\_\_ Date  
(Signature does not indicate concurrence)

- COPIES:  
 Contractor  
 Project File  
 District Maintenance Engineer - Original  
 Cost Center Manager

Request For Proposal  
Storm Drainage System Cleaning Services  
Project No. 2019-010

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Attachment #4  
Bid Form

Request For Proposal  
Storm Drainage System Cleaning Services  
Project No. 2019-010

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Bid Form  
Project No. 2019-010

Description	Amount	Unit
Cleaning of Catch Basin (approximately 1000+)	\$01	each
Cleaning of French Drains	\$01	each
Cleaning of Pipes	\$4.50	per linear foot
Cleaning of Outfalls (approximately 40)	\$01	each
Root Cutting	\$135.00	hourly
Other:	\$4.00	CCTV inspection of pipes



**VILLAGE OF PINECREST**  
Invitation to Bid

**STORM DRAINAGE SYSTEM CLEANING SERVICES**  
Project No. 2019-010

**ADDENDUM NO. 1**

Project Name: Storm Drainage System Cleaning Services, Project No. 2019-010  
Date: June 21, 2019  
Sent: E-mail/Web Site

This addendum submission is issued to clarify, supplement and/or modify the previously issued Bid Documents, and is hereby made part of the Bid Documents. All requirements of the Bid Documents not modified herein shall remain in full force and effects as originally set forth.

**SPECIFICATIONS/CLARIFICATIONS**

1. We would like the opportunity to provide a quote for the Storm Drainage System Cleaning Services. Can you point me in the direction to whom I may contact regarding this project or can you send us the ITB?

- o Contact: [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov) and for a complete copy of the RFP, please visit [www.pinecrest-fl.gov/BIDS](http://www.pinecrest-fl.gov/BIDS)

2. I just have a quick clarification. Is the Term of the contract 5 years with a 2 yr. renewal, or 3 with a two?

- o The term of this agreement is for a period of three (3) years with the one two-year option to extended.

12645 Pinecrest Parkway, Pinecrest, Florida 33156  
T: 305.234.2121 | F: 305.234.2131  
[www.pinecrest-fl.gov](http://www.pinecrest-fl.gov)





## Summary of Qualifications

### EnviroWaste Services Group

ESG is one of the industry leaders in the maintenance, inspection and repair of storm and sanitary systems throughout Florida. EnviroWaste has one of the largest private fleets in the region dedicated to meeting its customers' needs for over 20 years. ESG's fleet of Vactors, Vac-Cons, pump trucks, and TV inspection trucks ensure its customers the technology necessary to meet their maintenance and emergency requirements. EnviroWaste has been contracted by municipalities at the local, state and federal levels in multiple states throughout the years. The years of experience have positioned ESG to work in conjunction with its customers to establish the most appropriate game plan to achieve their respective goals.

### Sewer Services



EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sanitary sewers. ESG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, FDOT, government agencies, and more!

- \* Pressure Test, Smoke Test, and Pre and Post Video PACP Inspections
- \* Storm and Sanitary Systems Inspection and Cleaning Services
- \* Two in House Certified NASSCO PACP/MACP/LACP Trainers
- \* Full Horizontal Construction Division Specializing in Sidewalks, C&G, Paving
- \* Full Line or Point Repair Sanitary and Storm Sewers
- \* Drainage Installation up to 80" Diameter
- \* Lateral Service Line Inspections, Installations, and Lining
- \* Repair of Lines using Sealing, Grouting, and Sectionals Liners
- \* Full Line CIPP Lining 6"-72"

A new drainage system is designed to drain in a matter of minutes. It is recommended that regular maintenance is performed on your drainage system at least once a year to ensure proper water flow. Without appropriate care, leaves, sediment, and trash accumulate, pipes corrode, tree roots perforate the pipes, cracks appear in the system,

**Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659**  
**Offices: Miami, FL \* Orlando, FL \* Tampa, FL**  
**[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)**

# ENVIRO

WASTE SERVICES GROUP

and oil and tire particles from cars build up sludge. These factors cause an obstruction of proper drainage and cause pipe performance to deteriorate, thus rendering your drainage system useless. EnviroWaste has the necessary equipment and experience to identify the problem and quickly and efficiently correct it as well.



Honorably Serving the Entire State of Florida and Will Serve Other States if Needed!

## CCTV Video Inspection

EnviroWaste's CCTV (closed captioned television) inspection uses custom controlled cameras to locate wreckage within the pipes. Our remote-controlled cameras operate on a four-wheel sled and allow the customer to see the exact condition of their drainage system to identify the problem and its severity. ESG even offers a new technology that provides cured in place lining services which rehabilitates damaged pipes of any diameter without the costly excavation, while keeping disruptions of service to the very minimum.



Roots In Sewer

Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [Info@envirowastesg.com](mailto:Info@envirowastesg.com)



## Sewer and Drain Cleaning



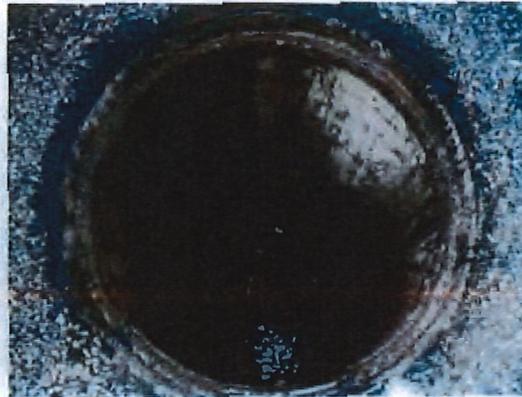
EnviroWaste Services Group has been providing Florida with sewer and drain cleaning services since 1998. EnviroWaste uses the latest, most advanced storm drain cleaning equipment to serve your maintenance and emergency needs.

EnviroWaste has the State's largest fleet of Jet/Vac trucks are specially designed to restore your system to optimal conditions. Unlike "Septic Tank" trucks, which only suck trash out of the manhole, our superior trucks are specially designed to clean catch basins and lines and come equipped with a jet hose with a high-pressure nozzle to completely clear out the pipe walls and a powerful vacuum to dislodge and remove the debris and blockage to provide maximum water flow. ESG also provides root cutters to properly remove intrusive roots without using chemicals.

EnviroWaste Services Group Inc., specializes in the cleaning of storm-water drainage systems and sewers. ESG provides any services related to storm and sanitary sewers for private clients, commercial industries, municipalities, FDOT, government agencies, and more!



Before Sewer Cleaning



Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659  
Offices: Miami, FL \* Orlando, FL \* Tampa, FL  
[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)

## Inflow and Infiltration

### I/I Study

Inflow and infiltration occurs when clean ground water or storm water enters a sewer system through improper connections, cracked pipes, and defective joints.

Inflow is the term used to explain when the surface water enters a sewer system through

Improper connections of yard, roof, and cellar drains, cracked pipes, holes in manhole covers, catch basins, and cross connections between storm and sanitary sewers.

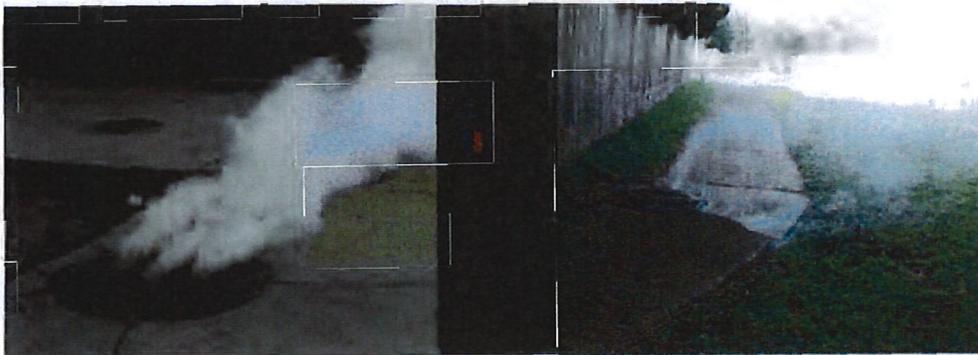
Infiltration occurs when the ground water enters the wastewater system through deteriorated manholes, cracks, and leaks in the joints.

After a rain or snow storm the inflow and infiltration sources begin filling up the sanitary sewer systems with clear water. These systems eventually become full resulting in the waste water to flow out at a significantly higher water level. If drains and sanitary fixtures are below this overload level water will be able to flow back through the sanitary sewer pipe. As a result, there will be flooding in homes and manholes will burst open, allowing the wastewater onto the streets.

These are the following 3 methods of identifying Inflow and Infiltration:

1. Smoke Testing
2. Flow Monitoring
3. Television Inspection

Flow Monitoring is when special measuring devices are inserted into the sewer lines to monitor the amount of water flowing through the wastewater system.





## Sewer Pipeline Repairs/Rehabilitation

A team of highly qualified professionals and technicians are eager to take care of all of your Sewer Pipeline Repair /rehabilitation needs. With over 60 years of combined experience, our professionals are committed to providing superior services!



We offer 24 Hour Emergency Response, Specializing in Emergency Clean up, Disaster Recovery including Hurricanes and Natural Disasters. Call **877-637-9665**

## EnviroWaste Services Group

Storm and Sanitary Sewer Maintenance, Inspection, Repair, Rehabilitation and Horizontal Construction throughout the Southeast United States

Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

Offices: Miami, FL \* Orlando, FL \* Tampa, FL

[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [Info@envirowastesg.com](mailto:Info@envirowastesg.com)



## *State of Florida Department of State*

I certify from the records of this office that ENVIROWASTE SERVICES GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on February 13, 1998.

The document number of this corporation is P98000014467.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of January, 2017*



*Ken Detjen*  
**Secretary of State**

Tracking Number: CC838804770

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

OFFICIAL DOCUMENT



Regulatory and Economic Resources  
Environmental Resources Management  
701 NW 1st Court • 7th Floor  
Miami, Florida 33136-3912  
T 305-372-6600 F 305-372-6893

miamidade.gov

Permit No: LW-000520-2019/2020 (ST)-ST  
Permit Issued To: ENVIRONMENTAL SERVICES GROUP, INC.  
Facility Location: 21500 S DIXIE HWY  
MIAMI, FL 33189-

Contact Name/Address:  
Attn: Paul Quentel  
ENVIRONMENTAL SERVICES GROUP, INC.  
18001 OLD CUTLER ROAD #554  
MIAMI, FL 33157-

LIQUID WASTE TRANSPORTERS  
ANNUAL OPERATING PERMIT

DESCRIPTION OF FACILITY/EQUIPMENT

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Dade County Environmental Protection Ordinance), shall be valid from April 01, 2019 through March 31, 2020. The above named permittee, is hereby authorized to operate as a Liquid Waste Transportation business from the above location, and with the equipment bearing the 70 identifying sticker(s) included with this permit.

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

SPECIFIC CONDITIONS

1. Completed monthly reporting forms (provided by the Department) and corresponding fees shall be submitted to the Department on or before the 20th day of the following month.
2. All waste transported under this permit shall be manifested using the eManifest forms.
3. Information from the required eManifest forms shall be entered online on or before the 20th of the following month using the following link and temporary password: <https://www8.miamidade.gov/apps/rer/LiquidWasteTransporterElectronicManifest/Default>. Temporary Password for new transporters: L@t12345
4. Disposal of waste in Miami-Dade County shall be at a Department approved facility. Hauled waste introduced into a Publicly Owned Treatment Works shall be only at locations designated and approved by the Department. No waste shall be deposited at any other site or structure in Miami-Dade County
5. Only septage, stormwater, portable toilet and grease interceptor waste are authorized to be transported for disposal at a Miami-Dade County Wastewater Treatment Plant.
6. The discharge of all hauled waste at a Miami-Dade County Wastewater Treatment Plant is subject to General Pretreatment Standards and General Local Prohibitions, and any other applicable requirements established by Miami-Dade County.
7. Transport of non-hazardous waste (other than septage, stormwater, portable toilets and grease interceptor waste) for disposal at a Miami-Dade County Wastewater Treatment Plant shall require prior joint and written approval from this Department and the disposal facility. The approval letter shall be attached to the eManifest form. All approved non-hazardous industrial waste waters (Other Waste) transported shall be listed separately on the eManifest form and Liquid Waste Transporters Monthly Report, detailing name of source, address, date, amount of waste, and location of disposal.
8. Transport of waste to or from Miami-Dade County, regardless of the disposal facility is subject to specific and general conditions of this permit.

Lee N. Hefty, Assistant Director  
Department of Regulatory and Economic Resources,  
Environmental Resources Management

9. No hazardous waste shall be transported under this permit.
10. All waste transportation equipment shall be maintained in good working order at all times. Valves, hoses, tanks, etc., shall be properly maintained and shall not leak.
11. Commingling of grease interceptor waste with any other waste or product is prohibited.
12. All trucks shall bear a current Liquid Waste Transporter Decal issued by the Department. The decal shall be visible and intact at all times.
13. Every company that services FOG control devices shall have one (1) trained person operating each permitted vehicle, with working knowledge of FOG control devices, kitchen hoods, solids separators, best management practices, yellow grease storage, mat and equipment wash down areas, septic system operation and maintenance, record keeping, and reporting. Approved training sites and/or training materials can be found on the RER website at <http://www.miamidade.gov/environment/fats-oils-grease.asp>
14. FOG control device and solid separator cleaning shall include completely removing the full contents of the FOG control device and solid separator. Decanting, skimming, or backflushing is prohibited.

**GENERAL CONDITIONS**

15. The Permittee, by acceptance of this document, agrees to operate and maintain the subject operation so as to comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
16. If for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified on this document the Permittee shall immediately notify and provide the Department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps taken to reduce, eliminate, and prevent recurrence of the non-compliance. The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or revocation of this document.
17. As provided in Section 24-15 of the Code of Miami-Dade County, the prior written approval of the Department shall be obtained for any alteration to this facility.
18. The issuance of this document does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. Nor does it relieve the permittee from liability for harm or injury to human health or welfare or property.
19. This document is required to be posted in a conspicuous location at the facility site during the entire period of operation.
20. This document is not transferable. Upon sale or legal transfer of the property or facility covered by this document, the Permittee shall notify the Department within thirty (30) days. The new owner must apply for a permit within thirty (30) days. The Permittee shall be liable for any non-compliance of the source until the transferee applies for and receives a transfer of this document.
21. The Permittee, by acceptance of this document, specifically agrees to allow access to the named source at reasonable times by Department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this document and Department rules.
22. This document does not indicate a waiver of or approval of any other Department permit that may be required for other aspects of this facility.
23. This document does not constitute an approval by the Department or certification that the Permittee is in compliance with applicable laws, ordinances, rules or regulations. The Permittee acknowledges that separate enforcement actions may be initiated by the Department and that this document does not constitute compliance with orders issued in conjunction with enforcement actions for correction of violations.
24. Failure to comply with any condition of this document, or the requirements of Chapter 24, Code of Miami-Dade County may subject the Permittee to the penalty provisions of said Chapter including civil judicial penalties up to \$25,000 per day per offense and/or criminal penalties not to exceed \$500 per day or, for violations of Section 24-42.4 Sanitary Sewer Discharge Limitations and Pretreatment Standards not to exceed \$2,000 per day and/or sixty (60) days in jail.



# CERTIFICATE OF LIABILITY INSURANCE

7/31/2019

DATE (MM/DD/YYYY)

7/30/2018

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

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

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Company		16535
INSURER B : American Guarantee and Liab. Ins. Co.		26247
INSURER C : Steadfast Insurance Company		26387
INSURER D : Travelers Property Casualty Co of America		25674
INSURER E : Great American Insurance Company		16691
INSURER F :		

INSURED  
1422101  
Envirowaste Services Group, Inc.  
Envirowaste Holding Corp.  
18001 Old Cutler Road, Suite 554  
Palmetto Bay FL 33157

**COVERAGES**      **CERTIFICATE NUMBER: 14689490**      **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	GLOS571339-06	7/31/2018	7/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:								
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP5571338-06	7/31/2018	7/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	TUU 263721300	7/31/2018	7/31/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 DED \$ XXXXXXXX RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC0176362-04	7/31/2018	7/31/2019	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	POLLUTION LIABILITY	N	N	CPL0176382-04	7/31/2018	7/31/2019	\$1,000,000 LIMIT; \$10,000 DEDUCTIBLE	
D	CONTRACTORS EQUIPMENT	N	N	QT-660-8739M213-TIL-18	7/31/2018	7/31/2019	** See Attached**	

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

### CERTIFICATE HOLDER

14689490  
Proof of Insurance only

### CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BARBA, EDUARDO JOSE**  
ENVIROWASTE SERVICES GROUP, INC.  
18001 OLD CUTLER RD  
554  
MIAMI FL 33157

**LICENSE NUMBER: CGC1520877**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



### COMPANY INFORMATION

EnviroWaste Services Group, Inc.  
18001 Old Cutler Road, Suite 554, Miami, FL 33157  
(305) 637-9665, Fax (305) 637-9659, (877) 637-9665  
License: # QB 32296  
CGC 060385

### Current and Prior Experience

**Project Name:** City of Miami Beach, FL

**Project Title:** Routine & Emergency Sewer Repairs ITB 113-2013

**Budget:** \$ 2,500,000 per year

**Time period:** September 2013- September 2018

**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. EnviroWaste Services Group has installed 180,000' of mainline CIPP for the City since 2008. Before this contract, ESG also held two different JOC contracts with the city doing any and all horizontal work, including but not limited to sidewalks, outfalls, seawalls, landscaping, canoe launch ramp, installing new water mains, storm water pump stations. More than 200 sanitary sewer manholes have been lined with cement.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

**Owner:** City of Hollywood

**Project Title:** 11-7063, 13-7068, 16-7078 Sanitary Sewer Eval. And Repair

**Budget:** \$ 3,500,000

**Time period:** 2011-current

**Scope:** ESG has been contracted to cctv, clean and perform full line and point repair sewer replacements. The above lists three separate contracts, we are currently on contract number four. Since 2011 ESG has been the only company performing work on the City's sewer system. Over 750 excavated point repairs have been done for the City as large as 30" in diameter and 18' in depth.

**Contact:** Jose Polanco Ph: 754-208-9443 [JPOLANCO@hollywoodfl.org](mailto:JPOLANCO@hollywoodfl.org)

**Owner:** FDOT

**Project Title:** E7L52 Desilting and Video Inspection of Storm Sewer System

**Budget:** \$ 6,000,000

**Time period:** January 2017-2019

**Scope:** ESG has been contracted to cctv and clean the FDOT owned storm water system in Hillsborough, Pasco, Pinellas, Hernando, and Citrus Counties. In addition to standard cleaning and inspections, ESG has removed over 10,000 cubic yards of debris from box culverts.

**Contact:** Pedro Lopez Ph: 813-975-6107 [pedro.Lopez@dot.state.fl.us](mailto:pedro.Lopez@dot.state.fl.us)

**Owner:** FDOT

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

**Offices:** Miami, FL \* Orlando, FL \* Tampa, FL

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**Project Title:** E5T90 Desilting, Video Inspection, and CIPP of Strom Sewer System

**Budget:** \$ 1,500,000

**Time period:** January 2017-December 2017

**Scope:** ESG has been contracted to cctv, clean and line the FDOT owned storm water system in Volusia Counties. In addition to standard cleaning and inspections, ESG has CIPP lined 10,000LF of 18-42" sewer, replaced 80LF of 48" sewer and 300LF of 30" sewer.

**Contact:** Rick Coe Ph: 386-740-3490 frederick.Coe@dot.state.fl.us

**Project Name:** City of Coral Gables

**Project Title:** IFB 2015.10.07 Routine & Emergency Sewer Repairs and Inspection

**Budget:** \$ 500,000 per year

**Time period:** September 2013-Current

**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Coral Gables in sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. Manhole coatings have been done on 150 manholes. More than 100 excavated point repairs.

**Contact:** Noel Polo 305-460-5022 npolo@coralgables.com

**Project Name:** City of Sunrise

**Project Title:** Bid 15-12-01-JC Sewer Rehab, Maintenance, and I&I Reduction

**Budget:** \$ 1,000,000 per year

**Time period:** October 2012-Current

**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Sunrises In sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. 250 Manholes have been lined, over 150 excavated point repairs.

**Contact:** Gio Batista 954-815-8861 GBatista@sunrisefl.gov

**Project Name:** City of North Miami Beach

**Project Title:** ITB 2011-08 Sewer Rehab, Maintenance, and I&I Reduction

**Budget:** \$ 600,000

**Time period:** 2012-Current

**Synopsis:** ESG has been contracted to provide sewer rehabilitation services for the City of Sunrises in sewer cleaning/TV'ing, point repairs. EnviroWaste cleans and inspects the City's sanitary sewer system and makes the recommendation for repairs, and performs the repairs. We also have installed new water main with fire hydrants.

**Contact:** Pedro Melo 305-770-5135 pedro.melo@citynmb.com

**Project Name:** City of Miami Beach, FL

**Project Title:** Horizontal Job Order Contract

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

**Offices:** Miami, FL \* Orlando, FL \* Tampa, FL

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**Budget:** \$ 25,000,000

**Time period:** July 2009 – July 2014

**Synopsis:** ESG has been contracted to provide horizontal general contracting services for the City of Miami Beach including CIPP rehabilitation, sewer cleaning/TV'ing, point repairs, demolition, drainage, paving, sidewalks, curbs, gutters, excavation, and all other "horizontal" construction services. EnviroWaste cleans and televises all of the outfalls located with the City of Miami Beach. Specifically we have extensively cleaned storm sewer and many outfalls within the city.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

**Project Name:** Town of Cutler Bay

**Project Title:** Miscellaneous Construction and Repairs Town Wide

**Budget:** \$ 1,500,000/year

**Time period:** July 2008 – Current

**Synopsis:** ESG has been contracted to provide clean storm sewers, remove and replace sidewalks, asphalt roadways, drainage repairs, along with other miscellaneous tasks. ESG has installed new or replaced more than 200,000 LF of sidewalks, and paved over 200,000 SY of asphalt roads.

**Contact:** Alfredo Quintero 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Client Name:** Manatee County

**Project Title:** Wastewater Hauling Emergency Contract

**Budget:** \$ 250,000

**Time period:** September 2014

**Synopsis:** ESG has been contracted to provide emergency vector and vacuum truck services for all of Manatee County

**Contact:** Bonnie Sietman 941-749-3046 [bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)

**Project Name:** Pasco County, FL

**Project Title:** Wastewater Hauling Emergency Contract

**Budget:** \$ 250,000/year

**Time period:** October 2011 – Current

**Synopsis:** ESG has been contracted to provide emergency vector and vacuum truck services for all of Pasco County, as many as 13 trucks at the same time

**Contact:** Edward Gribble 727-834-3358 [ebibble@pscocountyfl.net](mailto:ebibble@pscocountyfl.net)

**Project Name:** Hillsborough County, FL

**Project Title:** Wastewater Pumping and Disposal Contract

**Budget:** \$ 2,000,000/year

**Time period:** December 2013 – Current

**Synopsis:** ESG has been contracted to provide emergency and scheduled vector and vacuum truck services for all of Hillsborough County. ESG has regularly hauled in excess of 100,000 gallons per hour during emergency situations.

**Contact:** David Lundberg 813-663-3229 [lundbergd@hillsboroughcounty.org](mailto:lundbergd@hillsboroughcounty.org)

Headquarters: 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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□ **Project Name:** Hillsborough County, FL  
**Project Title:** Manhole-Wastewater Lines-Lift Station Cleaning and Inspection  
**Budget:** \$ 2,000,000/year  
**Time period:** April 2014 – Current  
**Synopsis:** ESG has been contracted to provide all of the sanitary sewer inspection and cleaning for Hillsborough County  
**Contact:** Suresh Maharaj 813-554-5011 ext 43836 maharajs@hillsboroughcounty.org

□ **Owner:** City of Miami  
**Project Title:** Outfall and Drainage Cleaning Contract  
**Budget:** \$ 750,000 per year  
**Time period:** 2005 – current  
**Scope:** ESG has been contracted to provide cleaning of the City of Miami's storm drainage system. More than 2,000,000 LF of storm sewers have been cleaned since '05  
**Contact:** Ely Estevez Ph: 305-416-1295 eestevez@miamigov.com

□ **Owner:** Orange County, FL  
**Project Title:** Sanitary Sewer Cleaning and Inspection(Y12-1060, Y15-1140)  
**Budget:** \$ 1,100,000 per year  
**Time period:** June 2008 – Current, 2 separate contracts  
**Scope:** ESG has been contracted to provide various sewer related contracting services for Orange County, FL, including cleaning and video inspection. ESG has cleaning and cctv'd over 3,000,000 LF of sanitary sewers.  
**Contact:** Dustin Putney 407-836-6822 dustin.putney@ocfl.net

□ **Owner:** Orange County, FL  
**Project Title:** Orange County Gravity CIPP Lining Y13-1019  
**Budget:** \$ 1,000,000  
**Time period:** May 2013 – April 2014  
**Scope:** ESG was contracted to provide mainline CIPP lining on sanitary sewers 8-42" in diameter. 30,000 LF of pipe were lined.  
**Contact:** Patty Hobbs 407-836-5456 [Patty.Hobbs@ocfl.net](mailto:Patty.Hobbs@ocfl.net)

□ **Owner:** Orange County, FL  
**Project Title:** Orange County Sewage Hauling Y14-191A  
**Budget:** \$ 250,000  
**Time period:** April 2014-current  
**Scope:** ESG has been contracted to provide emergency and scheduled vacuum truck services for all of Orange County. ESG has been the primary emergency sewage hauling contractor for the County since 2014. ESG has had multiple 10 plus truck emergency responses all handled in-house.  
**Contact:** Brian Vos 321-239-3339 Brian.Vos@ocfl.net



□ **Owner:** Orange County, FL

**Project Title:** Stormwater System Inspection, Cleaning, Sealing, Void Detection & Void Filling (Y8-1034, Y8-1110, Y9-1022, Y11-112, Y12-1060, Y13-1083, Y14-1075, Y14-1025, Y17-100)

**Budget:** \$ 3,000,000 per year

**Time period:** June 2008 – Current, 9 separate contracts

**Scope:** ESG has been contracted to provide various drainage related contracting services for Orange County, FL, including cleaning, video inspection, chemical grouting, internal joint seals, sonar inspection, ground penetrating radar, soil stabilization, injection holes, and injection & sealing of cracks. ESG has pumped more than 30,000 Cubic Feet of grout for soil stabilization, cleaned and inspected over 2,000,000 Lf of 12-96" storm sewer, and grouted thousands of joints.

**Contact:** Bill Blackham 407-836-6805 William.Blackham@ocfl.net

□ **Owner:** City of Ocala

**Project Title:** Sanitary Sewer System Inspection, Cleaning

**Budget:** \$ 1,250,000

**Time period:** 2008 – 2016

**Scope:** ESG has been contracted to provide cleaning and inspection of sanitary sewer as well as smoke testing. 750,000 LF of sewer were smoke tested.

**Contact:** Edwards Earnest Ph: 352-629-8521 Fax: 352-629-8242  
Eearnest@ocalafl.org

□ **Project Name:** City of Miami Beach, FL

**Project Title:** Smoke Testing

**Budget:** \$ 350,000

**Time period:** July 2010 – July 2012

**Synopsis:** Smoke testing of 700,000+ feet of sanitary sewer along with related report submittal.

**Contact:** Eric Carpenter 305-673-7080 EricCarpenter@miamibeachfl.gov

□ **Project name:** S-782 Lateral Sewer Testing – 2005-2007

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 3,300,000 (completed at \$ 2,450,000)

**Time period:** 2 years

**Synopsis:** ESG was contracted to test approximately 6,000 sanitary sewer service lateral connections in 40 lift stations throughout Miami-Dade County. The lines were tested using the pressure test and/or the smoke test method. This pilot study program, the first of its kind in the U.S., was requested to determine the I&I problems with the lateral connections throughout the County.

**Contact:** Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov

□ **Project name:** S-793 Sanitary Sewer Service Laterals CIPP Rehabilitation

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 500,000

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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**Time period:** 2006

**Synopsis:** ESG was contracted by the Prime Contractor to line 95 sanitary sewer service laterals throughout areas of Miami-Dade County.

**Contact:** Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov

□ **Project name:** S-803 Sectional Line Repair – 2006 / 2009

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 2,000,000

**Time period:** Scheduled to complete project within half the allotted time frame.

**Synopsis:** ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The specific repair method used under this contract is sectional lining. Over 2,000 sectionals were installed.

**Contact:** Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov

□ **Project name:** S-847 Sectional Line Repair – 2010-2014

**Location:** Miami-Dade Water & Sewer Department

**Budget:** \$ 2,000,000

**Time period:** Scheduled to complete project within half the allotted time frame.

**Synopsis:** ESG was contracted to clean, CCTV video, and inspect sewer lines throughout Miami-Dade County to determine where a repair is required. The specific repair method used under this contract is sectional lining. Over 2,000 sectionals were installed.

**Contact:** Miguel Pichardo 786-258-2573 Miguel.Pichardo@miamidade.gov

□ **Project Name:** FDOT – Lake County

**Project Title:** Maintenance contract E5J21

**Budget:** \$ 630,000 (completed on time and under budget)

**Time period:** August 2007 – March 2008

**Synopsis:** ESG was contracted by the FDOT to repair and maintain the storm water system on any of the Department's rights-of-way in Lake County. The primary work duties included CIPP repair of drainage pipes, joint repairs, sealing of drainage pipes and structures, pressure grouting, desilting of pipes, inlets, and culverts, production of video records and written reports. The installation of liners included sizes ranging from 15" to 36".

□ **Project Name:** Indian Creek Village

**Project Title:** Rehabilitation of Storm Sewer System

**Budget:** \$ 330,000

**Time period:** July 2006 – March 2007

**Synopsis:** ESG was contracted by the Village to provide various storm sewer services. The scope of services includes CIPP lining, grouting, sectional lining, storm drain cleaning, video inspection, point repairs, repair of inlets and manholes, and site restoration. The installation of liners included sizes ranging from 8" to 36".

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**Project Name:** Lighthouse Point

**Project Title:** Rehabilitation of Storm Sewers on 24<sup>th</sup> Street

**Budget:** \$ 85,000

**Time period:**

**Synopsis:** ESG was subcontracted by a Prime Contractor to provide various storm sewer services. The scope of services includes CIPP lining, storm drain cleaning, and video inspection. The installation of liners included sizes ranging from 15" to 36".

**Project name:** Sanitary Sewer Service Laterals CIPP Rehabilitation

**Location:** Kenneth City, FL

**Budget:** \$ 60,000

**Time period:** 2006

**Synopsis:** ESG was contracted by the Prime Contractor to line 45 sanitary sewer service laterals throughout areas of Kenneth City, FL.

**Project name:** Sanitary Sewer Evaluation Study & Repairs

**Location:** Homestead Air Reserve Base, FL

**Budget:** \$ 126,000

**Time period:** 2007

**Synopsis:** The project consisted of evaluating the sanitary sewer system by smoke testing, followed by further evaluation by cleaning and video inspection. This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, restoration of manholes, raising chimneys, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.

**Project name:** Sanitary Sewer Evaluation Study & Repairs

**Location:** Miami International Airport, FL

**Budget:** \$ 71,000

**Time period:** 2007-2008

**Synopsis:** The project consisted of evaluating the sanitary sewer system by cleaning and video inspection. This resulted in a variety of repair methods such as CIPP lining, CIPP sectional repairs, installing cleanouts, installation of new sanitary pipes, service reinstatement, open cut point repair, chemical grouting of joints, and site restoration.

**Project Name:** City of North Bay Village

**Project Title:** SSES and Sanitary Sewer Repair

**Budget:** \$ 1,500,000

**Time period:** January 2007 - Current

**Synopsis:** ESG has been contracted to perform a complete sanitary sewer system evaluation of the city along with associated repairs. Part of this project has been the repeated smoke testing of the system throughout the years. Over 600,000 feet of pipe has been smoke tested.

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**Contact:** Juan Valiente Ph: 305-865-0506 [jvaliente@nbvillage.com](mailto:jvaliente@nbvillage.com)

**Project Name:** City of Orlando

**Project Title:** Bio7-2295-03 Smoke Testing and CIPP Sectional Liner

**Budget:** \$ 650,000

**Time period:** July 2007 – July 2009

**Synopsis:** ESG has been contracted to provide sectional lining and smoke testing services. Throughout our contract we smoked 750,000 feet.

**Contact:** Ronald Proulx Ph: 407-246-2213

**Owner:** Broward County, FL (Water and Wastewater Services)

**Project Title:** Sewer Cleaning / Televising / Grouting / Video Capture

**Budget:** \$ 672,150

**Time period:** August 2008 – October 2009

**Scope:** ESG has been contracted to provide various drainage related contracting services for Broward County, FL, including cleaning, video inspection, chemical grouting, and bypass pumping.

**Project Name:** Town of Cutler Bay, Fl.

**Project Title:** 97 Ave Drainage Improvements

**Budget:** \$ 238,475.00

**Time period:** September 2012- December 2012

**Synopsis:** Milling and installing 1300 sy asphalt, install 14 drains, raise manholes, install 900 lf of 18-24" pipe, install 300 lf of french drain, signing and pavement markings, 200 lf of 5' wide sidewalk.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Project Name:** Town of Cutler Bay, Fl.

**Project Title:** Roadway Resurfacing Phase I & II

**Budget:** \$ 713,000

**Time period:** September 2012- March 2013

**Synopsis:** Milling and resurfacing and striping of 100,000 sy asphalt.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Project Name:** Town of Cutler Bay, Fl.

**Project Title:** Bel Aire SubBasin 8

**Budget:** \$ 225,000

**Time period:** August 2010-December 2010

**Synopsis:** Milling and installing 7133 sy asphalt, install 19 drains, raise manholes, install 262 lf of 18-24" pipe, install 360 lf of french drain, signing and pavement markings.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

**Project Name:** Town of Cutler Bay, Fl.

**Project Title:** Cutler Ridge Parking Lot

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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**Budget:** \$ 160,000

**Time period:** August 2010-December 2010

**Synopsis:** Milling and installing asphalt, install 8 drains, install French drain, signing and pavement markings.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

□ **Project Name:** Town of Cutler Bay, Fl.

**Project Title:** Stop Bar Striping City Wide

**Budget:** \$ 78,000

**Time period:** September 2009-Current

**Synopsis:** Installing 520, 24" Stop Bars with 50' Double Yellow Striping with RPMs at stop signs when required.

**Contact:** Alfredo Quintero Jr. 305-234-4262 [aquintero@cutlerbay-fl.gov](mailto:aquintero@cutlerbay-fl.gov)

□ **Project Name:** City of Miami Beach, FL

**Project Title:** SSES

**Budget:** \$ 3,950,000

**Time period:** 2009-2011

**Synopsis:** ESG has been contracted to locate and repair defecencies in the City of Miami Beach's waste water and storm water system. Point repairs were performed, manholes were replaced, paving, curb and gutter, asphalt, well points, dewatering.

**Contact:** Eric Carpenter 305-673-7080 [EricCarpenter@miamibeachfl.gov](mailto:EricCarpenter@miamibeachfl.gov)

□ **Project Name:** City of Miami Beach, FL

**Project Title:** Licoln Road West Street End Improvements and Seawall

**Budget:** \$ 750,000

**Time period:** 2010

**Synopsis:** ESG has been contracted to renovate the west street end of Lincoln Road in the City of Miami Beach. The work includes the installation of a new outfall, relocation of a fire hydrant, installation of brick pavers, sidewalk, curb and gutter, asphalt, pouring a new seawall cap and sheet piles, landscape as well as all new street and landscape lighting.

**Contact:** Aaron Sinnes 305-898-8100 [aaronsinnes@gmail.com](mailto:aaronsinnes@gmail.com)

□ **Owner:** FDOT District VI – Miami, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 200,000

**Time period:** August 2008 – August 2011

**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.

□ **Owner:** Village of Pinecrest, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 100,000

**Time period:** March 2009 – August 2009

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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**Scope:** ESG has been contracted to provide sidewalk repair for the Village of Pinecrest.

**Owner:** FDOT

**Project Title:** E7K39 Desilting and Video Inspection of Storm Sewer System

**Budget:** \$ 225,000

**Time period:** November 2014-2017

**Scope:** ESG has been contracted to cctv and clean the FDOT owned storm water system.

**Contact:** Pedro Lopez Ph: 813-975-6107 [pedro.Lopez@dot.state.fl.us](mailto:pedro.Lopez@dot.state.fl.us)

**Project Name:** FDOT – Broward E4J05

**Project Title:** Maintenance contract

**Budget:** \$ 215,000 per year

**Time period:** 2006-2009

**Contact:** Brenda Morgan 954-931-6177

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

**Project Name:** FDOT – Broward County E4G62

**Project Title:** Maintenance contract

**Budget:** \$300,000 / year

**Time period:** 2003-2005

**Contact:** Brenda Morgan 954-931-6177

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

**Project Name:** FDOT – Miami Dade E6E58

**Project Title:** Maintenance contract

**Budget:** \$ 165,000 per year

**Time period:** 2009-2011

**Contact:** Mary Lou Kerner 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the deep well injection system within the county.

**Project Name:** FDOT – Miami Dade E6B68

**Project Title:** Maintenance contract

**Budget:** \$ 200,000 per year

**Time period:** 2003-2005

**Contact:** Mary Lou Kerner 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

**Project Name:** FDOT – Miami Dade E6B70

**Project Title:** Maintenance contract

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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**Budget:** \$ 200,000 per year

**Time period:** 2003-2005

**Contact:** Mary Lou Kamer 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county.

□ **Project Name:** FDOT – Miami Dade E6D75

**Project Title:** Maintenance contract

**Budget:** \$ 200,000 per year

**Time period:** 2006-2007

**Contact:** Mary Lou Kamer 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean and inspect the storm drainage system within the county, large diameter pipes.

□ **Project Name:** FDOT – Lake County E5M28

**Project Title:** Maintenance contract

**Budget:** \$ 225,000 per year

**Time period:** 2009

**Synopsis:** ESG was contracted by the FDOT to clean, inspect, and repair the storm drainage system within the county.

□ **Project Name:** FDOT – Deland H-5069

**Project Title:** Emergency Clean up contract, Hurricane Frances

**Budget:** \$ 189,000

**Time period:** 2004

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Frances.

□ **Project Name:** FDOT – Miami Dade H-6069

**Project Title:** Emergency Clean up contract, Hurricane Wilma

**Budget:** \$ 1,000,000

**Time period:** 2005

**Contact:** Mary Lou Kamer 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

□ **Project Name:** FDOT – Miami Dade, Key West H-6065

**Project Title:** Emergency Clean up contract, Hurricane Wilma

**Budget:** \$ 200,000

**Time period:** 2005

**Contact:** Mary Lou Kamer 305-256-6330

**Synopsis:** ESG was contracted by the FDOT to clean the storm drainage system within the county after Hurricane Wilma.

□ **Project name:** Citywide Storm Drain Cleaning - 2006

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

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**Location:** City of Miami, FL

**Budget:** \$ 1,900,000 (in-budget)

**Time period:** 3 months (within 25% of time schedule)

**Contact:** Eli Estevez 305-416-1200

**Synopsis:** ESG was contracted to perform storm drain cleaning services of various pipe diameters throughout the City of Miami. The project was awarded as a combination of annual maintenance service and Hurricane Wilma emergency service.

□ **Project name:** Countywide Storm Drain Cleaning (STDC-4) – 2007

**Location:** Miami-Dade County, FL

**Budget:** \$ 1,700,000

**Time period:** 1 year (completed in 7 months)

**Contact:** Mercedes Barrera 786-256-2625

**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.

□ **Project name:** Countywide Storm Drain Cleaning (STDC-9) – 2007

**Location:** Miami-Dade County, FL

**Budget:** \$ 1,000,000

**Time period:** 1 year (completed in 4 months)

**Contact:** Mercedes Barrera 786-256-2625

**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.

□ **Project name:** Countywide Storm Drain Cleaning (STDC-11) – 2007

**Location:** Miami-Dade County, FL

**Budget:** \$ 1,000,000

**Time period:** 1 year (completed in 4 months)

**Contact:** Mercedes Barrera 786-256-2625

**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.

□ **Project name:** Countywide Storm Drain Cleaning (STDC-12) – 2007

**Location:** Miami-Dade County, FL

**Budget:** \$ 1,000,000

**Headquarters:** 18001 Old Cutler Road, #554, Miami, FL 33157 \* (877) 637-9665 \* F (877) 637-9659

**Offices:** Miami, FL \* Orlando, FL \* Tampa, FL

[www.envirowastesg.com](http://www.envirowastesg.com) \* email: [info@envirowastesg.com](mailto:info@envirowastesg.com)



**Time period:** 1 year (completed in 4 months)

**Contact:** Mercedes Barrera 786-256-2625

**Synopsis:** ESG was contracted to provide maintenance services including the clean out of existing drainage structures and associated culverts throughout Miami-Dade County. The project's scope of work includes hydraulic cleaning and vacuum removal of all foreign material, obstructions, debris, silt, litter, and all other associated work.

□ **Project name:** Hurricane Katrina drain cleaning - 2005

**Location:** Jefferson Parish, LA

**Budget:** \$ 1,200,000 (in-budget)

**Time period:** 1 month (in-time)

**Synopsis:** ESG was contracted to perform storm drain cleaning services of various pipe diameters throughout Jefferson Parish, LA, in response to Hurricane Katrina. ESG mobilized a fleet of jetter/vacuum trucks within 24 hours to assist in clean-up of Parish.

□ **Owner:** Town of Miami Lakes, FL

**Project Title:** General Roadway Construction

**Budget:** \$ 700,000

**Time period:** July 2008 – July 2012

**Scope:** ESG has been contracted to provide general roadway construction services for the Town of Miami Lakes, FL including drainage, paving, sidewalks, curbs, gutters, etc.

□ **Owner:** FDOT District VI – Miami, FL

**Project Title:** Sidewalk Repair

**Budget:** \$ 200,000

**Time period:** August 2008 – August 2011

**Scope:** ESG has been contracted to provide sidewalk repair for the Florida Department of Transportation.

□ **Owner:** City of Miami, FL

**Project Title:** Slab Covered Trench Cleaning

**Budget:** \$ 360,000 / year

**Time period:** 2008 – 2012

**Scope:** ESG has been contracted to clean slab covered trenches for the City of Miami.

## REFERENCES

Sewer refers to storm and sanitary.

□ Miami Dade County W&SD(Sewer) – Miguel Pichardo - 786-258-2573

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# ENVIRO

WASTE SERVICES GROUP

- City of Sunrise(Sewer) – Gio Batista (954) 815-8861
- Town of Cutler Bay(Storm & Construction) – Alfredo Quintero (786) 348-5323
- Village of Pinecrest (Sewer) – Gary Krackenberg (305) 301-9825
- City of Doral (Sewer) – Carlos Arroyo (786) 367-5083
- City of Hollywood(Sewer) – Jose Polanco (954) 921-3930
- City of Coral Gables(Sewer & Construction) – Noel Polo (305) 460-5022
- City of North Miami(Sewer) – Wisler Pierre-Louis (305) 895-9838
- City of Miami(Sewer) – Elyrosa Estevez – (305) 416-1200
- FDOT (Broward) (Sewer) – Chi Sheu – (954)- 776-4300
- FDOT (Miami-Dade) (Sewer) – Mary Lou Karner – (305) 256-6330
- FDOT (Miami Dade) (Sewer) – Houshang Zahedi – (305) 654-7163
- Miami Dade County Public Works (Sewer) – Mercedes Barrera – (786) 256-2625

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Category / ID	Make	Model	Plate No.	Expiration	VIN No.	Weight (GVW)	Capacity (Gr Location 10)	Model No.	Serial No.	
116	Ford	Van-Con	H228P	12/31/11	1FDYH2P77WA40309	41,000	1800	Miami	V3807HA	4981846
126	Starting	Vector	P0185B	12/31/11	2FZHA7AKM4L78083	60,000	2400	Orlando	Z118-824-18	06-12V-9203
127	Starting	Vector	H0283V	12/31/11	2FZHA7DC08A187474	60,000	2400	Tampa	Z118-824RC818	08-01V-9704
133	Starting	Vector	H0284V	12/31/11	2FZHA7DC08A1885087	60,000	2400	Orlando	Z118-824RC818	08-01V-10043
134	Starting	Vector	H1715X	12/31/11	2FZHA7DC08A188217	60,000	2000	Tampa	Z118-824RC818	08-11V-10173
135	International	Van-Con	H1717X	12/31/11	1HTWHAAT8LJ233873	60,000	3000	Miami	Z118-824RC8-18	07-08V-10887
137	International	Vector	H1718X	12/31/11	1HTWHAAT8LJ233083	60,000	3000	Miami	Z118-18	08-01V-9839
141	Starting	Vector	H1718X	12/31/11	2FZHA7DC08A1889009	60,000	3000	Tampa	827RC8-HRP138	8R-09066849
143	Starting	Vector	H0278Y	12/31/11	2FZHA7DC08A1884910	60,000	3000	Miami	Z112-18	08-01V-8954
143	Starting	Vector	H2484Y	12/31/11	2FZHA7DC08A188481	60,000	3000	Miami	Z112-18	05-18V-8692
145	Starting	Vector	H0283Y	12/31/11	2FZHA7DC08A188434	60,000	3000	Miami	Z112-18	08-11V-10173
146	Starting	Vector	H1388R	12/31/11	2FZHA7DC08A1885765	60,000	3000	Miami	Z103-18	08-12V-11541
147	Starting	Vector	H0272Y	12/31/11	2FZHA7DC08A188787	60,000	3000	Miami	Z103-18	08-12V-11538
149	Starting	Vector	H0271Y	12/31/11	2FZHA7DC08A188714	60,000	2400	Broward	Z118824RC8-18	08-03V-9779
150	Starting	Vector	H0274Y	12/31/11	2FZHA7DC08A1882875	60,000	2400	Tampa	Z118-824RC818	08-11V-10174
151	Starting	Vector	H0285Y	12/31/11	2FZHA7DC08A1882874	60,000	2400	Tampa	Z112-824RC818	08-01V-10918
152	Starting	Vector	H0275Y	12/31/11	2FZHA7DC08A1882859	60,000	2400	Orlando	Z118-824RC818	08-11V-10918
153	International	Vector	H1648Z	12/31/11	1HTWHAAT8LJ2330811	60,000	2400	Tampa	Z112-824RC818	08-01V-10918
154	International	Vector Mid	KVC073	12/31/11	1HTWHAAT8LJ148458	25,999	600	Broward	Z103-18	08-12V-11531
155	International	Vector Mid	HQAZ76	12/31/11	1HTWHAAT8LJ148459	25,999	600	Tampa	Z103-18	08-12V-11531
157	Starting	Van-Con	H0497P	12/31/11	2FZHA7DC08A18832079	60,000	2400	Orlando	Z112-18	04-08V-9274
161	Starting	Van-Con	H0497T	12/31/11	2FZHA7DC08A1883208	60,000	2400	Orlando	Z112-18	04-08V-9274
162	Starting	Van-Con	H2493Y	12/31/11	2FZHA7DC08A1883203	41,000	1800	Miami	VPD40808HA	12054670
163	Starting	Van-Con	H1188U	12/31/11	2FZHA7DC08A1881134	62,000	1800	Orlando	Z112-18	08-11V-10174
164	Starting	Vector	H2498Y	12/31/11	2FZHA7DC08A1881132	60,000	1800	Miami	Z112-18	08-11V-10174
166	Mid	Van-Con	H1373X	12/31/11	1M2AV94C881883482	2400	2400	Orlando	MPUM13	08-03V-9788
167	Starting	Vector	H1638Y	12/31/11	2FZHA7DC08A1883273	60,000	2400	Miami	Z112	08-03V-9788
168	Starting	Van-Con	H1638Y	12/31/11	2FZHA7DC08A1883273	60,000	1800	Broward	Z112	08-03V-9788
169	Freightliner	Vector	H1264Z	12/31/11	1FVH33DVB08K4218	65,000	2400	Miami	Z118	08-03V-9788
170	International	Vector	H1518Y	12/31/11	1HTWY8B707288288	60,000	2400	Broward	Z118	07-10V-10783
171	International	Vector	H1517Y	12/31/11	1HTWY8B707288288	60,000	2400	Orlando	Z118	07-10V-10783
172	International	Vector	H1518Y	12/31/11	1HTWY8B707288288	60,000	2400	Orlando	Z118	07-10V-10783
173	Starting	Van-Con	P0182B	12/31/11	2FZHA7AKM4L341116	55,000	1800	Altus	T-7801, PD4918LHAB	07-10V-10784
174	International	Vector	H1801Y	12/31/11	1HTWY8B707288288	60,000	2400	Miami	Z110P/18	07-10V-10784
175	Starting	Overseer	H044M6	12/31/11	2FZHA7DC08A1880318	60,000	2400	Tampa	Z112-18	08-11V-10174
176	Starting	Van-Con	H1603Y	12/31/11	2FZHA7AKM4L4027	41,000	1800	Orlando	Z112-18	VPD380LMA
177	Starting	Van-Con	H0744	01/31/20	2FZHA7AKM4L33211	60,000	1800	Orlando	Z112-18	08-11V-10174
JV-8	Passenger	Van-Con	H0741	01/31/20	2FZHA7AKM4L33211	71,000	1800	JAMCO	3 Van-Con Combines	814820
JV-10	Passenger	Van-Con	H0742	01/31/20	2FZHA7AKM4L33211	71,000	1800	JAMCO	3 Van-Con Combines	11187701
JV-12	Passenger	Van-Con	H0743	01/31/20	2FZHA7AKM4L33211	71,000	1800	JAMCO	3 Van-Con Combines	12187702
JV-14	Passenger	Van-Con	H0744	01/31/20	2FZHA7AKM4L33211	71,000	1800	JAMCO	3 Van-Con Combines	8177834
C-7	International	Maxx Force 10						Altus		
C-9	Freightliner	MH18V						Altus		
C-20	International	7600						Altus		
C-22	Freightliner	1500						Altus		
144	Starting	LT800-R, Off	H0707Y	12/31/11	2FZHA7ZDV77A337281	64,000	2400	Orlando	Z118	08-11V-10174
153	Ford	LT-9018	H0460P	12/31/11	1FDZ096T0A18003	64,000	2400	Miami	Z118	08-11V-10174
159	Passenger	Passenger 250	H2486Y	12/31/11	2NPJL08X218059785	65,000	2400	Miami	Z118	08-11V-10174
173	Starting	Vector	H0278Y	12/31/11	2FZHA7DC08A1884910	60,000	2400	Orlando	Z118	08-11V-10174
229	Ford	F-800	08JW08	12/31/11	1FTYDQ3PXYE88103	11,200	1800	Miami	2 ton Pickup	7.3L V8
230	Ford	F-150	LKJ74	06/30/11	1FTRF12258NB04430	13,000	1800	Orlando	2 ton Pickup	6.0L V8
211	Ford	F-400	08JW05	12/31/11	1FTYDQ3PXYE88103	13,000	1800	Broward	2 ton Pickup	6.0L V8
212	Toyota	TUNDRA	CGQP41	06/30/11	5TBRT311083478905	7,100	1800	Tampa	2 ton Pickup	4.3L V6
213	Ford	F-350	AMP118	12/31/11	1FTYDQ3PXYE88103	7,100	1800	Orlando	2 ton Pickup	4.3L V6
215	Ford	F-150	ICL288	06/30/11	1FTRF12277NA81496	13,000	1800	Orlando	1/2 ton Pickup	4.3L V6
216	Ford	F-150	ICL288	06/30/11	1FTRF12277NA81496	13,000	1800	Miami	1/2 ton Pickup	4.3L V6
217	Ford	F-150	ICL288	06/30/11	1FTRF12277NA81496	13,000	1800	Tampa	1/2 ton Pickup	4.3L V6
218	Ford	F-150	ICL270	06/30/11	1FTRF12277NA81496	13,000	1800	Tampa	1/2 ton Pickup	4.3L V6
219	Ford	F-150	L6437	06/30/11	1FTRF12277NA81496	13,000	1800	Miami	1/2 ton Pickup	4.3L V6
223	Ford	F-150	ICL288	06/30/11	1FTRF12277NA81496	13,000	1800	Miami	1/2 ton Pickup	4.3L V6
224	Ford	F-150	AMN14	06/30/11	1FTRF12277NA81496	13,000	1800	Tampa	1/2 ton Pickup	4.3L V6
225	Ford	F-150	ICL273	06/30/11	1FTRF12277NA81496	13,000	1800	Tampa	1/2 ton Pickup	4.3L V6
226	Ford	F-150	ICL272	06/30/11	1FTRF12277NA81496	13,000	1800	Orlando	1/2 ton Pickup	4.3L V6
228	Ford	F-150	28900A	12/31/11	1FTYDQ3PXYE88103	13,000	1800	Miami	2 ton Pickup	7.3L V8
231	Ford	F-800	28370A	12/31/11	1FDAP8P83E2A77319	17,800	1800	Miami	2 ton Pickup	7.3L V8
233	Ford	F-350XL	B17YLF	12/31/11	1FDYH28P8E000140	18,000	1800	Miami	2 ton Pickup	6.0L V8
234	Ford	F-350	DVCD36	12/31/11	1FDYH28P8E000140	18,000	1800	Tampa	2 ton Pickup	6.0L V8
235	Ford	F-550	DVCD34	12/31/11	1FDYH28P8E000140	18,000	1800	Miami	2 ton Pickup	6.0L V8
236	Ford	F-450	DVCD36	12/31/11	1FDYH28P8E000140	18,000	1800	Miami	2 ton Pickup	6.0L V8
237	Ford	F-450	DVCD42	12/31/11	1FTYH28P8E000140	7,900	1800	Miami	2 ton Pickup	6.0L V8
239	Ford	F-250	DVCD37	12/31/11	1FTYH28P8E000140	7,900	1800	Orlando	2 ton Pickup	6.0L V8
241	GMC	YUKON XL	KDLF81	06/30/11	1GK3K9K1F7837376	13,000	1800	Tampa	2 ton Pickup	7.3L V8
246	Ford	F-150	H8U83	06/30/11	1FTYH28P8E000140	13,000	1800	Miami	2 ton Pickup	7.3L V8
247	Ford	F-150	H8U83	06/30/11	1FTYH28P8E000140	13,000	1800	Orlando	2 ton Pickup	7.3L V8
248	GMC	Sierra 1500 2WD	1PC71	06/30/11	1GTHLECD102000828	13,000	1800	Orlando	Regular Cab 159.0"	4.3L V6
249	GMC	Sierra 1500 2WD	1PC72	06/30/11	1GTHLECD102000828	13,000	1800	Broward	Regular Cab 159.0"	4.3L V6
250	GMC	Sierra 1500 2WD	1PC70	06/30/11	1GTHLECD102000828	13,000	1800	Orlando	Regular Cab 159.0"	4.3L V6
251	GMC	Sierra 1500 2WD	1PC68	06/30/11	1GTHLECD102000828	13,000	1800	Miami	Regular Cab 159.0"	4.3L V6
252	Ford	F-150	1B8V74	06/30/11	1FTYH28P8E000140	13,000	1800	Cop	Regular Cab 159.0"	4.3L V6
253	Ford	F-150	1B8V73	06/30/11	1FTYH28P8E000140	13,000	1800	Cop	Regular Cab 159.0"	4.3L V6
254	Ford	F-150	JCOL18	06/30/11	1FTYH28P8E000140	13,000	1800	Broward	Regular Cab 159.0"	4.3L V6
255	Chevrolet	Blazer 1500	JCL207	06/30/11	1GCRCH2H2338090	4,800	1800	Tampa	STD Standard Pickup	4.3L V6
256	Chevrolet	Blazer 1500	D9M887	06/30/11	1GCRCH2H2338090	4,800	1800	Tampa	STD Standard Pickup	4.3L V6
257	Chevrolet	Blazer 1500	JCT60	06/30/11	1GCRCH2H2338090	4,800	1800	Orlando	STD Standard Pickup	4.3L V6
258	Chevrolet	Blazer 1500	JCT38	06/30/11	1GCRCH2H2338090	4,800	1800	Broward	STD Standard Pickup	4.3L V6
259	Chevrolet	Blazer 1500	JCT32	06/30/11	1GCRCH2H2338090	4,800	1800	Miami	STD Standard Pickup	4.3L V6

290	Chevrollet	Shenado 1600	JF2648	06/30/19	1GCRHEH17K2400848				Sevier	2WD Standard Pickup
291	Chevrollet	Shenado 1600	JF2644	06/30/19	1GCRHEH1H2366053				Altair	2WD Standard Pickup
292	Chevrollet	Shenado 1600	JF2647	06/30/19	1GCRHEH1D0236832				Tampa	2WD Standard Pickup
293	Ford	Box Truck E-450	J8J72	12/31/19	1FD0GAF42H2127896	14,000			Litig	
294	Chevrollet	Suburban	KJAM19	06/30/19	1GMBGJ50D0178647	6,500	NA		Broward	
295	Ford	Bulldozer	KJTK48		1FMRGTB4H0C00029		NA		Corp	
299	Doyle	3500			KGBUR6L6J0233302					
P-1	Ford	F-150 XL	FLD3274	12/31/19	1FTFX1DP9C0E23483	8,000			JAMCO	Extended cab 2WD
P-2	Ford	F-150 XL	FLD3430	12/31/19	1FTFX1CF9BC048609	8,000			JAMCO	Extended cab 2WD
P-4	Ford	F-350	FLD3821	12/31/19	1FTNYG2L74GE2185	8,000			JAMCO	4 Door 2WD
P-5	Ford	F-350	JL3855	01/31/20	1FTTWF2908F0E2463	7,000			JAMCO	4 Door 4WD
P-6	Ford	F-350	FLD452	01/31/20	1FTTWF2908F0E2463	8,000			JAMCO	4 Door 4WD
P-9	Ford	F-150	FLD3821	01/31/20	1FTEW1CF71FC71808	8,000			JAMCO	4DZ
P-8	Ford	F-350	FLD4605	01/31/20	1FTTWF2908F0E2463	6,000			JAMCO	4 Door 4WD
274	Ford	F-350	KQW28	12/31/19	1FDBF2AB0E2A2073	8,800				
Don P	Toyota	Phas			Sales / Office				Altair	
Don P	Nissan	Regia			Sales / Client Management				Altair	
V-10	Ford	E-350			Support Van - 4th Crew				Altair	
V-11	Ford	E-350			TV Repair Van				Altair	
V-12	Nissan	NV2500			Support Van				Altair	
V-13	Ford	F-350			Support Pickup - NOT				Altair	
V-14	Nissan	NV2500			Support Van				Altair	
V-16	Nissan	Frontier			QC Support				Altair	
V-17	Nissan	NV2500			Support Van				Altair	
V-18	Nissan	Titan			QC Support				Altair	

301	Ford	E-450	TVB27	12/31/19	1F0K5L5F2M086828	14,000			Tampa	
302	Ford	E-450	D0H81	12/31/19	1F0A7P69Y8E20852	10,000			Osborne	
303	Ford	E-450	LMP03	12/31/19	1FD0GAF42H2127896	14,000			Tampa	
306	International	4300	K0LJL24	12/31/19	1HTM6AAM0E1H231972	23,000			Ottawa	
308	Ford	E-450	IUV58	12/31/19	1FD0GAF42H2127896	14,000			Miami	Super Duty 6.0V6
309	Ford	E-450	2072M	12/31/19	1FD0GAF42H2127896	13,000			Broward	
309	Ford	E-450	Q0PY84	12/31/19	1FD0GAF42H2127896	10,500			Osborne	
310	Ford	E-450	Q0PY85	12/31/19	1FD0GAF42H2127896	28,000			Osborne	Super Duty 6.0V6
311	Ford	E-450	T81L2	12/31/19	1FD0GAF42H2127896	13,000			Osborne	
315	Ford	E-450-ServiceLight	QHE733	06/30/19	1M0L87A8GCT09872				Tampa	1
319	Ford	E-450-ServiceLight	QND19	06/30/19	1M0L87A8GCT09871				Tampa	Truck 2.5L I4
317	Ford	E-450-ServiceLight	QND18	06/30/19	1M0L87A8GCT18519				Miami	
319	Ford	E-450-ServiceLight	QND14	06/30/19	1M0L87A8GCT18513				Broward	Truck 2.5L I4
319	Ford	Atlas	J8J14	12/31/19	1F0K5L5F2M086828	10,000			Tampa	
323	GM	Atlas	J8J73	09/30/19	200K031J7M631889	NA			Broward	
321	Ford	Dura	KDLR3	12/31/19	1FD0GAF42H2127896	14,500			Altair	E450201
323	Ford	Dura	KDKT48	12/31/19	1FD0GAF42H2127896	18,000			Osborne	E450
323	Ford	E-450-ServiceLight			1FD0GAF42H2127896					
324		ServiceLight								
325		ServiceLight								
D-1	Ford	E-450	FLD4804	01/31/20	1FD0GAF42H2127896	8,000			JAMCO	RST Camera Truck NA
C-3	Ford	E-450	JL3851	01/31/20	1FD0GAF42H2127896	7,000			JAMCO	RST Camera Truck NA
C-3	Ford	E-450	FLD4803	01/31/20	1FD0GAF42H2127896	6,000			JAMCO	RST Camera Truck
TV-9	Chevy	C-4500			Video / Boat				Altair	
TV-10	Ford	F-350			Video / Boat				Altair	
TV-11	Nissan	NV2500			Video Only				Altair	
TV-12	Chevy	C-4500			Video / Cutter / Laser Profile				Altair	
TV-14	Ford	F-350			Video / Boat				Altair	

488	JOHN DEERE	excavator	NA	NA	T0310CX052984				Miami	\$100	2350
498	HYACHT	Excavator	NA	NA	PP01M023587				Altair	3EV	
497	Caterpillar	Excavator	NA	NA	03028AAZ04854				Miami	303.5	4A2D1054
488	Yale	Forklift	NA	NA	0L0000T03NJA8992				Miami		
NA	Bobcat	Skid Steer							TPA		
NA	Caterpillar	Skid Steer D-263							Osborne		
NA	Caterpillar	Skid Steer D-263							Miami		
NA	Bobcat	Skid Steer							Altair		
NA	Bobcat	Mid Excavator							Altair		
NA	Volvo	Excavator							Altair		
NA	Toyota	TL130	NA	NA					JAMCO	Truck Loader	2131088
NA	John Deere	Genie 850D	NA	NA					JAMCO		JB14180
NA	Essment Mach.	KAF800	NA	NA					JAMCO		81542054
NA	Yamaha Vehicle LR		NA	NA					JAMCO		
NA	RST	Camera Cube	NA	NA					JAMCO		
NA	Mytana	Perch Camera w/ DVD Pa	NA	NA					JAMCO		
NA	RST	Control of DVR Flash	NA	NA					JAMCO		
NA	Kawasaki	MLK 3018 - KAF800D1	NA	NA	J11AFD01098601431	1,510			JAMCO		
NA	Arrow / Arrow Box	ST-409	NA	NA	280L83111A51132514				JAMCO		
NA	John Deere	Gulch	NA	NA					JAMCO		
NA	Essment Machine		NA	NA					JAMCO		

581	ADPT - All Pro	Trailer	638LX	05/30/14	NDV9200499018				Miami	1950-400	
582	Anderson	Trailer	GGP1023	06/30/18	4YHBAH182M022097	1,800			Osborne		
583	Hooper	Trailer	DM0H78	06/30/19	4T0P823851004307				Osborne	20 ton 280H	
584	Hawthorn	Trailer	GGP084	06/30/19	16HCB121160081147				Miami		
585	Expanso	Trailer	18XDA	06/30/18	8QLBE202350000121				Miami	6x60H	
589	Harben	Trailer	GGP083	06/30/19	1URFB1101A441778				Miami		
587	Hawthorn	Trailer	GGP083	06/30/19	16HCB202100084800				Miami	RT6X28VJ3	
588	Hooper	Trailer	CJ1258	06/30/19	4TDFB182301000741				Miami	16.5x08.05	
589	Egan Bower	Trailer	836UF	06/30/19	11HBAH0087L073430				Miami	12 ton 10H08	
589	Leif	Trailer	ADL57	06/30/19	6RTBE2023A0016819				Miami	YTB 2307A	
589	Egan Bower	Trailer	N5128	06/30/19	11HBAH0087L073430				Miami	20TON 21'8FT	
589		Trailer	836A1	06/30/19	840VC18TDF016001				Miami		
589		Trailer	GFB184	06/30/19	8P118101201000901				Miami		

614		Asset Board	QF8220	09/20/19	611810188100059			Man	
618	Artel Trailer	ATXK12SA	UJ0001	06/20/19	7FYB81311J0004068	2,890		Broward	ATXK12SA
618	Eagle Cargo	EX12SA	IVAC05	06/20/19	7FYB81311J1003873	1,800			
617	Wawa	WTBP	??	??	8F1181018J1000818	2,100		Orlando	8'x9' Solar Powered
618	Wawa	WTBP	??	??	8F1181018J1000982			Orlando	8'x9' Solar Powered
619	Wawa	Asset Board	JLJ70	06/20/19	8F1181018J2002225	1,200			
CT-1	Rayal	8-450 Trailer	AP9558	01/21/20	8LABE143788012819			JAMCO	RST Camera Trailer ELABE143788012819
NA	Bogo	Roll On Kneecap Trailer	AF8558	intermittent Multi	84GVCG9T8E7018338			JAMCO	closed TR for Off Road Equip
NA	Kauf	Trailer	AP8558	intermittent Multi	8VQPC20289L009105			JAMCO	
NA	Chai	Trailer	AP8558	intermittent Multi	8VQPC10186L000800			JAMCO	
NA	Free	Trailer	AP9558	intermittent Multi	8WKE2228J1055678			JAMCO	
NA	Rose	Trailer	AF9557	intermittent Multi	48U1182551068737			JAMCO	

901	International	Pump Truck	H1504V	12/31/19	1HTBDAAN78H972064	70,000	5000	Orlando	
902	International	Pump Truck	H1631V	12/31/19	1HTGLAE2X0H927387	70,000	4000	Orlando	
903	International		H1665V	12/31/19	1HTBHAAT2VR1818831		2500	Tampa	
904	Meak	Pump Truck	H9089U	12/31/19	1M2P287C87M827488	64,800	4400	Orlando	
905	Meak	Pump Truck	H9089U	12/31/19	1M2P287C87M820640	64,800	4400	Orlando	
906	Meak	Pump Truck	H9089U	12/31/19	1M2P284C87M815782	64,800	4400	Broward	
907	Meak	Pump Truck	H9087U	12/31/19	1M2P287C87M809221	64,800	4400	Tampa	
908	WBTR	Pump Truck	H9Q70U	12/31/19	3WKPDCJ8TK844470	64,500	4000	Tampa	
909	International	Pump Truck	H7731W	12/31/19	1HTBHADRS1H401801	64,800	4000	Tampa	
910	Freightliner		H7731W	12/31/19	1RUYD7081WL848582	62,000	4000	Orlando	
911	Freightliner	385	H4111X	12/31/19	1NPKXUEK18B187491	64,000	4000	Tampa	
912	International		HTM111	12/31/19	1HTWYAJR1BJ873883	60,000	4000	Tampa	
913	Freightliner		HTM110	12/31/19	1FLBABC877L218350	60,000	4000	Tampa	
914	Freightliner		ER077	12/31/19	1FLBABC877L1Y00478	60,000	4000	Tampa	
918	International		ER080	12/31/19	1HSHMAJ87BJ122835	60,000	4000	Tampa	
918	International		ER078	12/31/19	1HSHMAJ87BJ122878	60,000	4000	Tampa	
917	Kennworth		LJ2032	12/31/19	1NKDLU028AJ128483	60,000	4000	Tampa	TK 7800
918	Starling	Vacu-Dan / Converter Buses	P8456A	12/31/19	3FZMATDCIAAM7817	60,000	2400	Broward	2112-836-18 85-09V-8718
919	Starling	Vendor/Converter to Pump	P8837A	12/31/19	3FZMATDCIAAV89255	60,000		Miami	2118824RCS-18 08-05V-10042

791	HAUM	Trailer	JLJ70	06/20/19	4XEP918242007248	NA		Orlando	
792	Boggs	Trailer (Wrench)	JLJ71	06/20/19	1C8E8138121306547	1,800		Orlando	
793	HDE	Heat Exchange	JLJ15	06/20/19	8RT44848940891048	NA		Orlando	
794	TEBT	Re-Rounded/Pipe Shifter	JLJ74	06/20/19	1001	NA		Orlando	
798	Starling	Solar Truck	P7894A	12/31/19	3FZNCMB807AS48011	64,999		Orlando	
JT-2	Starling	Bevo	H8740	01/31/20	3FZAASAK11AG87448	60,000		JAMCO	Jetter Truck
WT-2	Starling	BC7000	H8746	01/31/20	481878A811448387	60,000		JAMCO	Water truck

**VENDOR SERVICES**  
**AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Village of Palmetto Bay, Florida, a municipal corporation located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157, and EnviroWaste Services Group, Inc. as Vendor, whose address is 18001 Old Cutler Road, # 554, Palmetto Bay, FL 33157.

**Recitals:**

**WHEREAS**, the Interim Village Manager is responsible for contracting;

**WHEREAS**, Vendor is amenable to providing services; and,

**WHEREAS**, the Interim Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The above whereas clauses are incorporated and made a part of this contract. The Interim Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper drain cleaning services. Prior to the commencement of any work, the Vendor shall be responsible for investigating 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, 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 Vendor shall further acknowledge 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 document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor 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 Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A" based on agreement to piggyback off of City of Doral ITB# 2013-32.

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds

shall be furnished within 10 days by the contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Interim Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Gregory H. Truitt, Interim Village Manager  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

And

To Vendor: EnviroWaste Services Group, Inc.  
18001 Old Cutler Road, # 554  
Palmetto Bay, Florida 33157

9. This agreement shall be enforceable in Miami-Dade County, Florida, and if the legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of the sale shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and Amended only upon the written consent of both parties and Vendor hereto, Provided any amendment as to price complies with the Village Charter and Code of Ordinances.

10. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

12. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

13. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

14. The terms of this contract will commence upon receiving a Notice to Proceed and shall remain in force based on the terms and conditions stated on the City of Doral Contract.

15. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation. If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

16. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice. Invoices must be sent to the attention of Dio Torres, Public Service Director, 9495 SW 180<sup>th</sup> Street, Palmetto Bay, Florida 33157.

17. The Vendor, Subcontractors, suppliers, and laborers are prohibited from placing a lien on Village's property.

18. The Vendor is furnishing its services as an independent Vendor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

19. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

- A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 Days prior to written notice to the Village. Compliance with the foregoing Requirements shall not relieve the Vendor of its liability and obligations under this contract.

20. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees if Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

21. In the event a court must interpret any word or provision of this contract, the word or provision shall not be construed against either party by reason of drafting or negotiating this contract.

22. The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions. The right to access and examination of records in section shall continue until disposition of any mediation, claims, litigation or appeals.

23. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

EnviroWaste Services Group, Inc.

By: \_\_\_\_\_  
Gregory H. Truitt  
Interim Village Manager

By: \_\_\_\_\_  
Julio Fojon  
President

ATTEST:

VILLAGE CLERK

By: \_\_\_\_\_  
Missel Arocha

VILLAGE ATTORNEY

By: \_\_\_\_\_  
John Dellagloria

Exhibit "A"

Piggyback

City of Doral ITB# 2013-32

Catch Basin Maintenance Program



# ITEM 10B



---

To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: RFP# 1920-12-002 Thalatta Park –  
Overlook Pier & Shore Stabilization  
Construction

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF SHORELINE FOUNDATION, INC., PURSUANT TO RFP#1920-12-002 TO CONSTRUCT AN OVERLOOK PIER AND TO STABILIZE THE SHORELINE AT THALATTA ESTATE PARK AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES AND ADDING A CAVEAT TO THE AGREEMENT THAT IF THE VILLAGE DOES NOT RECEIVE THE FUNDS FROM THE GRANTOR, THE PROJECT WILL NOT MOVE FORWARD; AND PROVIDING AN EFFECTIVE DATE**  
*(Sponsored by Administration)*

#### **BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay is applying for a grant from the Florida Navigation District in the amount of \$1,000,000.00 whereas the Village's part is \$ 500,000.00 as a match. If approved, the Village will move forward with the awarded contractor and construct an overlook pier and stabilize the shoreline at Thalatta Estate Park. Based on the prerequisite of the Grant, the agency needs to have a contractor on board before applying for the grant. If for any reason the grantor does not award to the Village the monies requested, the project will not move forward.

#### **FISCAL IMPACT:**

The Village shall request in grant monies the amount of \$ 1,000,000.00 with a 50/50 match. The Village's responsibility will be \$ 500,000.00 and if granted, these monies will be budgeted on the 2020-2021 fiscal year.

**Attachments:**

- A. Manager's Recommendation
- B. Tabulation and Score Sheets
- C. RFP# 1920-12-002 Thalatta Park – Overlook Pier & Shoreline Stabilization
- D. Proposals Received:
  - (a) GC Works General Construction
  - (b) Shoreline Foundation, Inc.



1           **PASSED** and **ADOPTED** this 4<sup>th</sup> day of May 2020.  
2  
3

4 **Attest:**  
5  
6

7 \_\_\_\_\_  
8 **Melissa Dodge**  
9 **Acting Village Clerk**

\_\_\_\_\_ **Karyn Cunningham**  
**Mayor**

10  
11 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**  
12 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**  
13 **ONLY:**  
14  
15  
16

17 \_\_\_\_\_  
18 **John Dellagloria**  
19 **Village Attorney**

20  
21 **FINAL VOTE AT ADOPTION:**

22  
23 **Council Member Patrick Fiore** \_\_\_\_\_

24 **Council Member David Singer** \_\_\_\_\_

25 **Council Member Marsha Matson** \_\_\_\_\_

26  
27 **Vice-Mayor John DuBois** \_\_\_\_\_

28  
29 **Mayor Karyn Cunningham** \_\_\_\_\_  
30  
31

**Village of Palmetto Bay**  
**Procurement Division - Procurement Action**  
**AWARD RECOMMENDATION**



**To:** Mr. Gregory H. Truitt, Interim Village Manager

**From:** Litsy C. Pittser, Procurement Specialist

**Date:** 3/19/2020

**ITB#:** RFP# 1920-12-002 **Item/Service:** Thalatta Park - Overlook Pier and Shoreline Stabilization Construction

Attach please find tabulation and score sheets

**I. Procurement Comments:**

There was a total of (2) proposals received, the examining committee was Fanny Carmona, Director of Parks & Recreation, Dio Torres, Director of Public Service and Sean Compel, Engineer for Stantec. The highest scored proposal went to Shoreline Foundation, Inc.

**II. Recommendation:**

a. Which bid is being recommended? Shoreline Foundation, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No   
 If No, is the variance considered: Minor  Major

c. Is the recommendation the lowest bid received? Yes  No  (Not Applicable)

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 6, 2020.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Gregory H. Truitt, Interim  
 Village Manager

Village of Palmetto Bay  
Thalatta Park Pier  
Bid Tabulation  
Bid Opening February 11th, 2020

Item No.	Item	Quantity	Unit	SHORELINE FOUNDATION, INC.		GC WORKS	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	General Conditions including mobilization, bonds, insurance, etc.	1	LS	\$ 92,781.00	\$ 92,781.00	\$ 258,000.00	\$ 258,000.00
2	Demolition (including old boat ramp), clearing and grubbing, earthwork, fill.	1	LS	\$ 7,317.00	\$ 7,317.00	\$ 12,500.00	\$ 12,500.00
3	Environmental controls, dust control, mangrove and tree protection, permit compliance, turbidity barrier.	1	LS	\$ 17,101.00	\$ 17,101.00	\$ 10,700.00	\$ 10,700.00
4	12" Square Precast Concrete Piles	43	EA	\$ 1,906.00	\$ 81,958.00	\$ 12,500.00	\$ 537,500.00
5	Pile Cap Complete	25	CY	\$ 2,075.00	\$ 51,875.00	\$ 1,250.00	\$ 31,250.00
6	Precast Concrete Deck (Overlook area, 6" and 8" thick)	690	SF	\$ 32.00	\$ 22,080.00	\$ 45.00	\$ 31,050.00
7	Precast Concrete Deck (6' Wide, 6" thick)	740	SF	\$ 32.50	\$ 24,050.00	\$ 45.00	\$ 33,300.00
8	42" High Precast Concrete Balustrades	400	LF	\$ 473.00	\$ 189,200.00	\$ 45.00	\$ 18,000.00
9	6' Wide Approach Slab	1	EA	\$ 15,745.00	\$ 15,745.00	\$ 65,000.00	\$ 65,000.00
10	6' Wide Paved Area including concrete edge base, compaction, sand, etc.	360	SF	\$ 19.30	\$ 6,948.00	\$ 25.00	\$ 9,000.00
11	Rip-rap	74	CY	\$ 185.00	\$ 13,690.00	\$ 65.00	\$ 4,810.00
12	Filter fabric	1760	SF	\$ 0.65	\$ 1,144.00	\$ 3.50	\$ 6,160.00
13	Sod	1	LS	\$ 12,985.00	\$ 12,985.00	\$ 6,500.00	\$ 6,500.00
14	Solar Lights	30	EA	\$ 589.00	\$ 17,670.00	\$ 185.00	\$ 5,550.00
15	Navigation Lights Incl. All Ancillary Materials to Service Connection	4	EA	\$ 589.00	\$ 2,356.00	\$ 2,800.00	\$ 11,200.00
16	No Fishing Sign (F&I)	2	EA	\$ 378.00	\$ 756.00	\$ 250.00	\$ 500.00
17	Owner Allowance (Do not Bid)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
<b>CONTRACTOR'S TOTAL</b>					\$ 597,656.00		\$ 1,081,020.00
<b>RANK</b>					<b>1</b>		<b>2</b>

# Village of Palmetto Bay

Bid Tabulation

Thalatta Park - Overlook Pier and Shore Stabilization Construction

Bid Open Date: February 11th, 2020 at 3:00pm



<i>Proposal Checklist</i>		Shoreline Foundation, Inc.	GC Works
Price		\$597,656.00	\$1,081,020.00
Years in Business		69	35
Projects Completed Similar to the Scope		63	35
References		53	30
Assigned Project Manager Experience		43	25
Methodology to Complete Scope		item removed	item removed
	TOTALS	228	125

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 9th, 2020

Publication(s): Daily Business Review

**Village of Palmetto Bay**

Bid Tabulation & Checklist -- RFP # 1920-12-002

Thalatta Park - Overlook Pier and Shore Stabilization Construction

Bid Open Date: February 11th, 2020 at 3:00pm



<i>Proposal Checklist</i>		Shoreline Foundation, Inc.	GC Works
Price		\$597,656.00	\$1,081,020.00
Years in Business 25pts.		20	10
Projects Completed Similar to the Scope 25pts		20	15
References 20pts.		20	10
Assigned Project Manager Experience 15pts.		15	15
Methodology to Complete Scope 15pts.		0	0
TOTALS		75	50

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 9th, 2020

Publication(s): Daily Business Review

Examiner's Name: Fanny Camona

Examiner's Signature [Signature]

**Village of Palmetto Bay**

Bid Tabulation & Checklist -- RFP # 1920-12-002

Thalatta Park - Overlook Pier and Shore Stabilization Construction

Bid Open Date: February 11th, 2020 at 3:00pm



Proposal Checklist		Shoreline Foundation, Inc.	GC Works
Price		\$597,656.00	\$1,081,020.00
Years in Business 25pts.		24	15
Projects Completed Similar to the Scope 25pts		23	15
References 20pts.		18	15
Assigned Project Manager Experience 15pts.		13	10
Methodology to Complete Scope 15pts.		<del>18</del>	<del>15</del>
TOTALS		<del>97</del> 78	<del>65</del> 65

← Removed

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 9th, 2020

Publication(s): Daily Business Review

Examiner's Name: Dominic F. Torres

Examiner's Signature: *Dominic Torres*

**Village of Palmetto Bay**

**Bid Tabulation & Checklist -- RFP # 1920-12-002**

**Thalatta Park - Overlook Pier and Shore Stabilization Construction**

**Bid Open Date: February 11th, 2020 at 3:00pm**



<i>Proposal Checklist</i>		Shoreline Foundation, Inc.	GC Works
Price		<b>\$597,656.00</b>	<b>\$1,081,020.00</b>
Years in Business 25pts.		25	10
Projects Completed Similar to the Scope 25pts		20	5
References 20pts.		15	5
Assigned Project Manager Experience 15pts.		15	0
Methodology to Complete Scope 15pts.		0	0
<b>TOTALS</b>		<b>95</b>	<b>20</b>

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 9th, 2020

Publication(s): Daily Business Review

Examiner's Name: Sean Connel

Examiner's Signature: *Sean Connel*



VILLAGE OF PALMETTO BAY

BID OPENING

THALATTA PARK – OVERLOOK PIER & SHORE STABILIZATION  
Request for Proposal #1920-12-002  
Tuesday, February 11, 2020 at 3:00 p.m.

Proposer:

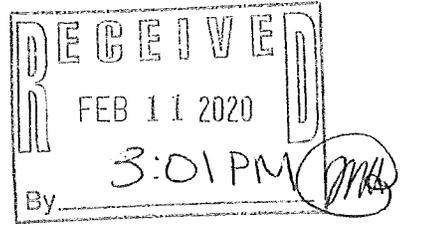
GC Works  
Shoreline Foundation, Inc.  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

Total Bid Price:

\$1,081,020.00  
\$ 597,156.00  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

Opening conducted and verified by:

Missy Arocha  
Village Clerk



Date/Time

Witnesses:

Print Name: Jenny Boyce-Hall

Print Name: Lizzy Pittson

# Request for Proposal

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



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**TITLE:**

Thalatta Park – Overlook Pier & Shore Stabilization Construction

**RFP NO.:**

1920-12-002

**DUE DATE:**

Tuesday, February 11<sup>th</sup>, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Thursday, January 9<sup>th</sup>, 2020

**CONTACT PERSONS:**

Director of Parks & Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**

**REQUEST FOR PROPOSAL (RFP)**  
**No. 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore Stabilization Construction**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of an overlook pier and to stabilize the shoreline. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Tuesday the 11<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Request for Proposal (RFP). 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 Thursday, January 23<sup>rd</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Thursday, January 9<sup>th</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the “business” tab and click Bids & RFP’s. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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: Introduction

### VILLAGE OF PALMETTO BAY (the “Owner” or the “Village”) Thalatta Park – Overlook Pier & Shore Stabilization Construction

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

The Village of Palmetto Bay is applying for grant from the Florida Inland Navigation District to be able to construct an overlook pier and to stabilize the shoreline of the Village’s Thalatta Estate Park. The Village will furnish the set of plans already approved by all entities requiring permitting. **Project is contingent with the approval of the grant.**

#### 1. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the Village in writing, or the Contractor shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Village as having received the Solicitation Documents. Questions received after **3:00PM on Wednesday, February 5<sup>th</sup>, 2020** 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 Contractor.

#### 2. BID SECURITY

- 2.1 Bid Security shall be made payable to the Village in an amount of five percent (5%) of the Contractor's maximum proposed Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety.
- 2.2 The Bid Security of the Successful Contractor will be retained until such Contractor has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Contractor fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, the Village may annul the Notice of Intent to Award and the Bid Security of that Contractor shall be forfeited. The Bid Security of any Contractor whom the Village believes to have a reasonable chance of receiving the award may be retained by the Village until the earlier of the seventh day after the "effective date of the Agreement" by the Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Contractors will be returned immediately after Contract execution.

## **SECTION 3.0: Terms and Conditions for Receipt of Bids**

### **3.00 Requirement to Meet All Provisions**

Each Company submitting a proposal shall meet the terms and conditions of the Request for Proposal (RFP) specifications package to the satisfaction of the Village. By virtue of its proposed submittal, the Company acknowledges agreement with and acceptance of all provisions of the RFP specifications and proposed plans.

### **3.01 Errors and Omissions in RFP**

Companies are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Complete sets of Proposal Documents shall be used in preparing Proposals; the Village does not assume any responsibility for errors or misinterpretations resulting from the Contractor's review of the Solicitation Documents. Contractors are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than 4 calendar days days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **Examination of Site**

**3.01.1** Before submitting a proposal, each Contractor must (a) examine the Contract Documents, Project Specifications and furnished completed plans thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Contractor's competence as a licensed General Contractor, that the Project Specifications 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) visit the site to familiarize him or herself 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 Contractor waives all claims that same are not in accordance with all data and information with respect to the Project Specifications and/or as provided by Owner; (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 Contractor's observations with the Contract Documents; and (f) at Contractor'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 Contractor deems necessary to determine its proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.2 Reference is made to the Geotechnical Report 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 the Specifications. The Village will make copies of such reports available to any Contractor requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his/her proposal, each Contractor will, at his/her own expense, make such additional investigations and tests as the Contractor may deem necessary to determine his proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 On request, the Village will provide each Contractor access to the site to conduct such investigations and tests as each Contractor deems necessary for submission of his Bid.

3.01.4 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 Thalatta Park Site Improvements – Plans prepared by Stantec and provided as an inclusion to the RFP.

3.01.5 The submission of a proposal will constitute an incontrovertible representation by the Contractor 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.

### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Contractor shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Proposal Documents.

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Inquires must be received by, Wednesday, February 5<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the RFP. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its proposal, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Contractors who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Contractors and/or their representatives are invited to be present at the bid opening.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposals, or proposal procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue a Request for Proposal; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Contractor to observe any provision of this RFP.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, Contractor, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this RFP.

Contractors are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor’s own risk.

### 3.10 Certification

The signer of this Request for Proposal (RFP) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

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:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Contractor shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Contractor submitting a proposal, or who has quoted prices on materials to such Contractor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Contractors submitting proposals.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Contractor. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Contractor to comply with the particular term and/or condition of the solicitation to which the Contractor took exception. Failure to comply may be cause for rejection of the proposal.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

**3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

**3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

**3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

**3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

**3.23 Sub-contractors**

If any Contractor submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Contractor shall submit with the Proposal a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within this Solicitation. The Contractor 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 Subcontractors" 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 Proposal Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Proposal, 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 the Village or Engineer 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 Contractor to submit an acceptable substitute without an increase in the Proposed Price. If the apparent Successful Contractor declines to

make any such substitution, the Contract shall not be awarded to such Contractor and the Bid Security of that Contractor shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Contractor, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Contractor proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### 3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### 3.27 Force Majeure

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 this Agreement.

### 3.28 Work Delays

Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### 3.29 Bid Guaranty

Proposals 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 proposal, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Contractor will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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 Contractor shall be forfeited. The Bid Security of any Contractor 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" by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Contractors will be returned immediately after Contract execution.

**3.30 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 Services – MINIMUM SPECIFICATIONS****4.1 APPLICABLE CODES****SCOPE OF WORK:**

The work consists of building an overlook pier and stabilizing the shoreline of the Village park property located at 17301 Old Cutler Road, Palmetto Bay, Florida 33157. All construction and materials shall conform to the standards and specifications of the Village of Palmetto Bay and all other local, state and national codes, whichever is more stringent.

- 4.1.1** All construction shall be done in a safe manner and in strict compliance with the requirements of Federal Occupational Safety and Health Act of 1970, and all State and Local safety and health regulations.
- 4.1.2** All elevations shown on the construction drawings are based on NAVD 1988.
- 4.1.3** The Village of Palmetto Bay has a noise ordinance which will not permit construction work beyond acceptable noise levels except between the hours of 8:00am – 6:00pm Monday-Saturday and must be in writing. Hours and Days of the week may change due to events, consideration will be given.

**4.2 PRECONSTRUCTION RESPONSIBILITIES**

- 4.2.1** The Contractor shall obtain a Sunshine State Certificate Number at least 48 hours prior to begin excavating, to obtain number, please call 1-800-432-4770.
- 4.2.2** All construction easements to be secured prior to construction (if required).
- 4.2.3** The location of existing facilities as shown on the construction drawings are drawn from available records. The engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. The Contractor, if possible, shall verify the elevations and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation, the Contractor shall immediately notify the Village so the appropriate measures can be taken to resolve the problem.
- 4.2.4** The Contractor is required to obtain all applicable permit(s) prior to construction.

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### **4.3 INSPECTIONS**

**4.3.1** The Contractor shall notify the Village, the Engineer of record and any governmental agencies having jurisdiction at least 24 hours prior to beginning construction and prior to the inspection of the following items:

- (a) Clearing and Grubbing
- (b) Demolition
- (c) Pile Driving
- (d) Concrete Work
- (e) Structural Framing
- (f) Rip-Rap Placement
- (g) Restoration & Sod
- (h) Final

### **4.4 SHOP DRAWINGS**

**4.4.1** Prior to the construction and installation, signed and sealed shop drawings shall be submitted to and approved by engineer of record for the following items:

- (a) Concrete Mix Design
- (b) Pre-Cast Structures
- (c) Paver Bricks
- (d) Concrete Railings
- (e) Rip-Rap
- (f) Fencing
- (g) Sod
- (h) Signage

### **4.5 TEMPORARY FACILITIES**

**4.5.1** It will be the Contractor's responsibility to arrange for or supply temporary water service, sanitary facilities and electricity if needed.

### **4.6 CONSTRUCTION**

#### **4.6.1 GENERAL**

1. All construction shall be performed by means and methods in accordance with sound techniques as is considered standard in the industry, throughout South Florida. Specialty Construction techniques shall be approved by the engineer.
2. At the pre-construction meeting, the Contractor shall coordinate with the Village the scheduling of all the work to be performed. The Contractor shall have their lead person attend the pre-construction meeting and so shall the Village have their staff that will be performing inspection be present.

3. Coordinate the modification or relocation of all utility valves, junction boxes, catch basins, etc. with the Village's Public Service Department. Provide a 48 hours' notice to the department prior to any work requiring their involvement.
4. All sidewalks shall have a maximum cross slope of 2% and a maximum longitudinal slope of 5%.

#### 4.6.2 MATERIALS

1. Concrete used for sidewalk, shall have a minimum compressive strength of 3000psi @ 28 days.
2. Lime rock Base shall be FDOT approved lime rock Mat'l with minimum LBR Value of 100 and minimum carbonate content of 70 percent.
3. Stabilized subgrade to have minimum LBR value of 40.
4. Please review structural notes for material, requirements for elevated boardwalk overlook in the shop plans.

#### 4.6.3 FIELD QUALITY CONTROL

1. The Contractor shall perform quality control testing on materials to ensure that they meet the minimum requirements of these contract documents. The Contractor will engage and pay for a qualified independent testing agency to perform field quality-control testing for concrete and earthwork. The Contractor will be responsible for coordinating all testing as needed in accordance with the contract and specifications.
2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with the requirements.
3. Testing agency will test compaction of soils in place according to ASTM D 1557, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Test shall be performed at the subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sf. of roadway; 10,000 sf. of turf or less of full area or sidewalk slab and at least one test for every 100' of curb and gutter, but in no case fewer than three (3) tests.
4. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.
5. The Contractor shall provide two (2) sets of signed and sealed testing agency reports to the Village.

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6. Test for concrete shall be in accordance with the requirements of the American Society for Testing Materials (ASTM). Tests shall conform to the following:
    - a) Not less than four specimens shall be made for each standard test, nor less than one test for each 100 cubic yards of concrete used, nor less than one test for each day that concrete is cast.
    - b) Specimens shall be made and cured in accordance with the standard method of making and curing concrete compression and flexure test specimens in the field, ASTM C31-84.
    - c) Specimens shall be tested in accordance with the standard method of test for compression strength of molded concrete cylinders, ASTM C39-84. Reports to the engineer shall be submitted for each test performed.
    - d) Test cylinders taken off truck-mixed concrete shall be taken at the approximate one-quarter point and the three-quarter point of the load.

#### 4.6.4 INSTALLATION

1. General backfill to be compacted to a minimum of 95% of the maximum dry density in accordance with AASHTO T-180.
2. Sidewalk subgrade to be compacted to a minimum of 98% of the maximum dry density in accordance with AASHTO T-180.

#### 4.7. PROJECT CLOSE-OUT

1. Clean-Up
  - (a) During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner daily and upon final clean-up, the project site shall be left clear of all surplus material or trash, any paved areas shall be swept broom clean.
  - (b) The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work and equipment to a condition equal or better to that existing immediately prior to the beginning of operations. To the end, the Contractor shall do as required, all necessary highway, driveway, walk and landscaping work. Suitable materials and methods shall be used for such restorations.
  - (c) Where materials or debris has washed or flowed into, or have been placed in water courses, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed and satisfactorily disposed of during the progress of work, and the area kept in a clean and neat condition.

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## 4.8 ENVIRONMENTAL CONSIDERATIONS

### WATER QUALITY:

1. This project occurs with Biscayne Bay, which is designated as outstanding Florida waters (OFW). No degradation of water quality and/or increased turbidity of the water shall be permitted. The Contractor is responsible for maintaining ambient turbidity levels and for preventing the discharge of any foreign material into the water. The Contractor shall erect the best available means of erosion and turbidity controls/measures to isolate the work area at all times.

### ENVIRONMENTAL:

1. Seagrass beds and other Benthic communities exist near the project area. The Contractor shall prevent contact with the Bay bottom in these areas and any disturbance of bottom sediments (E.G. from moving or anchoring barges and other structures). The Contractor shall not shade any Benthic communities from direct sunlight for more than two weeks, anchoring locations (if required) shall be approved by the engineer.
2. The Contractor is advised that Mangroves are located within the project limits, the Contractor shall not trim, remove, or impact Mangrove trees or branches occurring within or adjacent to the project.

### NPDES – STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

1. The Contractor is required to adhere to the requirement of the Nat'l Pollution Discharge Elimination System (NPDES). The Contractor shall institute best management practices (BMPS) to ensure compliance with the NPDES program and to minimize the impact to the public stormwater facilities. A notice of intent (NOI) shall be filed prior to beginning construction activities.
2. Prior to construction a silt fence in accordance with FDOT Index 102 (latest version) type III a Silt Fence will be erected along the perimeter of the construction site as shown on the shop plans.
3. All existing and proposed catch basins will have their inlets protected by the installation of filter fabric into the frame and grate.
4. This Silt fencing and filter fabric will remain in place during the entire duration of the construction.
5. Contractor will brace all existing landscaping to remain prior to beginning any work and will ensure their stabilization throughout the entire construction process. Existing sod disturbed by construction that is not affected by proposed grading will be restored to its original state upon completion of construction. Sodded slopes steeper than 4 horizontals to 1 vertical will be pegged.
6. All waste generated from the construction shall be discarded in accordance with all applicable state, local and federal regulations. Contractor is to obtain all applicable codes and become

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familiar with state, local and federal regulations prior to beginning construction. Regulations can be found, but not limited to, Department of Environmental Resource Management and Department of Environmental Protection.

7. To ensure that off-site vehicle tracking sediments and the generation of construction dust is minimized, contractor is to put into practice the methods detailed in FDOT Index 106 (latest version) or devices approved by the Village and the Engineer of Record. Dust generated from construction will be minimized.
8. If at any time during construction the silt fence is disturbed, the silt fencing will be restored to its original state within 24 hours. At no time during construction shall work be performed without the integrity of the silt fencing secured.
9. A qualified inspector, provided by the Village, shall inspect all points of discharge into surface water. The inspection will occur at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. Inspection includes the written recording of the condition of all discharge points, integrity of silt fencing, daily dust control measures, vehicular traffic and construction material storage and disposal. Written record will be stored by the Village during construction.
10. The inspection report will include, but not limited to, the following information: Name and qualification of personnel making the inspection, date of inspection, rainfall data, major observations relating to the SWAPP, actions taken by the contractor and any incident of non-compliance with permit. If there is no incident of non-compliance, the report shall contain a certification that the facility is following the SWAPP and the permit.
11. The Village shall retain a copy of the SWAPP and all reports, records and documentation required by the permit at the construction site, or an appropriate alternative location as specified in the notice of intent, from the date of project initiation to the date of final stabilization. Retention of records will be kept for a minimum of three (3) years.

#### **4.9 CONSTRUCTION TECHNICAL SPECIFICATIONS:**

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

- 4.10 **PROPOSAL FORM (LOCATED AT THE END OF THIS SOLICITATION)** to be included with your proposal.

**4.11 TRENCH SAFETY (Please Include this page as part of bid)**

Contractor acknowledges that included in the various items of the proposal and in the Total Proposed Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Contractor identifies the costs included in the Total Bid Price to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

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**SECTION 5****5.00 Bid Submission Requirements****BID SUBMITTAL CHECKLIST**

In order to be responsive, the Contractor must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 11<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 8 (Required Proposal Forms)  
Proposal Form (Bid)  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Contractors are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Contractor's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

**END OF SECTION**

**SECTION 6.0: Evaluation and Selection Criteria****6.00 Evaluation Criteria****EVALUATION OF PROPOSALS/CONTRACTORS**

All proposals shall be evaluated based on the following criteria; but not limited to:

Years in Business	25pts.
Projects completed similar to the Scope	25pts.
References	20pts.
Assigned Project Manager experience	15pts.
Methodology to complete Scope	15pts.

Total Maximum Points 100pts.

The Village reserves the right to accept any proposal, any part or parts thereof, or to reject any and all proposals. The Village reserves the right to waive minor informalities or irregularities in the proposals received, to accept any proposal deemed advantageous to the Village, or to reject any and all proposals submitted.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Contractor has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Contractor to perform the work in conformity with the Contract documents, and the Contractor shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the Contractors for additional essential information to complete their score.

**END OF SECTION**

**SECTION 7.0: Schedule of Events**

The anticipated schedule for selection of Company is shown below:

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Thursday, January 9th, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Proposal Meeting	Thursday, January 23rd, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Wednesday, February 5 <sup>th</sup> , 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Tuesday, February 11th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**7.01 Contract Award****A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**“Continued on Next Page”**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

**SECTION 8.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**REFERENCES**

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: \_\_\_\_\_

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Total No. of Full-time Employees: \_\_\_\_\_ Total No. of Part-time Employees: \_\_\_\_\_

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

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes  No

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,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Company that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next 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.)  
o Personally known to me, or  
o Produced identification:

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_ )

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**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 Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

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

Contractor or Company 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 board 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 Contractor or Company, 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 Company or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Company recognizes that with respect to this transaction or bid, if any Contractor or Company 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 Contractor or Company 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.

Accordingly, Contractor or Company completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

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)*

Continued on next page

*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-contractors, 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: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# 1920-12-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor’s Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE   }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next page

NOTARY PUBLIC  
SEAL OF OFFICE:

---

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

---

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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><th colspan="9">Social security number</th></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><th colspan="9">Employer identification number</th></tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Thalatta Park – Overlook Pier & Shore Stabilization Construction**  
RFP No. 1920-12-002 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) 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 Owner.

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 Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION: Thalatta Park – Overlook Pier & Shore Stabilization Construction**  
RFP No. 1920-12-002 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**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 construction of an **Thalatta Park – Overlook Pier & Shore Stabilization Construction** (RFP No. 1920-12-002).

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 known, 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).

Continued on next page

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")**  
**Thalatta Park – Overlook Pier & Shore Stabilization Construction**

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified  
 Contractor'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 Request for Proposal 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  
 Request for Proposal 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).



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: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address:  
\_\_\_\_\_

Phone:  
\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Thalatta Park – Overlook Pier & Shore Stabilization Construction**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-002**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of an **Thalatta Park – Overlook Pier & Shore Stabilization Construction**, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name:

\_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title:

\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Thalatta Park – Overlook Pier & Shore Stabilization Construction

Request for Proposal#: 1920-12-002

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 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

**CONTRACTOR’S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Thalatta Park – Overlook Pier & Shore Stabilization Construction**

RFP# 1920-12-002

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.

\_\_\_\_\_ (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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Annual Roadway Resurfacing – Village-wide**

Request for Proposal#: 1920-12-002

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

**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Thalatta Park – Overlook Pier & Shore Stabilization Construction**

Request for Proposal#: 1920-12-002

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.

Continued on next page

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

**SECTION 10.0: Exhibits****AGREEMENT****VILLAGE OF PALMETTO BAY****Annual Roadway Resurfacing – Village-wide**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Request for Proposal ("RFP") on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the RFP and Company's Bid submitted in response to the RFP ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Bid Documents prepared by the Village for the construction of an **Thalatta Park – Overlook Pier & Shore Stabilization Construction.**
- (ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

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Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the RFP Bid form Sheets and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the “Goods”) as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Park & Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

## Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

## Article 6      Termination

### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

### **B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

## Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

## Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

### Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

### Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

### Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

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Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation Department  
Village of Palmetto Bay  
9703 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

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Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or

trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

#### Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

#### Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

#### Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Proposal Form Cost Sheet provided for payment request purposes in current funds as follows:

Contract Price \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_

Article 40. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

40.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

40.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

40.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

40.1.3 Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 41. INTEREST. Not Applicable

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**Article 42. CONTRACTOR'S REPRESENTATIONS.**

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

- 42.1. 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 and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated 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.
- 42.2. 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 ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 
- 42.3. 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.
- 42.4. 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.
- 42.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to 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.

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva  
Print Name

\_\_\_\_\_  
Print Name

Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

## **“EXHIBIT A”**

### **PROPOSAL FORM SHEET**

**(Attached to the end of this solicitation)**

## **“EXHIBIT B”**

### **General Conditions File**

**(General Conditions can be requested by email to [LPittser@Palmettobay-fl.gov](mailto:LPittser@Palmettobay-fl.gov))**

## **“EXHIBIT C”**

### **Technical Specifications**

**(Attached as a separate .pdf file to this RFP)**

## **“EXHIBIT D”**

### **Geotechnical Exploration Report**

**(Attached as a separate .pdf file to this RFP)**

## **“EXHIBIT E”**

### **Approved Plans**

**(Attached as a separate .pdf file to this RFP)**

**Village of Palmetto Bay**  
**TECHNICAL SPECIFICATIONS**  
**For**  
**Thalatta Park Site Improvements**



**November 2019**

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VILLAGE OF PALMETTO BAY, FLORIDA

THALATTA PARK SITE IMPROVEMENTS

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02100	Site Preparation
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02200	Cutting and Patching
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DIVISION 12 – Not Used

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DIVISION 16 – ELECTRICAL – Not Used

**SECTION 02010**  
**SUBSURFACE INVESTIGATION**

**PART 1 - GENERAL**

**1.01 RESPONSIBILITY**

- A. Subsurface investigation and underground utility location shall be exclusively the Contractor's responsibility. Utility companies were contacted during the design. The information shown on the plans is based on those contacts. However, the contractor must do his own investigation. No responsibility is assumed by the Owner nor Engineer as to the location of underground utilities or underground features. No claim for additional compensation or time shall be allowed due to any circumstance related to subsurface conditions.
  
- B. Copies of geotechnical investigation performed for the Village are available.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION OF WORK**

Not Used

END OF SECTION

**SECTION 02050  
DEMOLITION**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 - General Requirements shall govern the work under this section.

**1.02 WORK INCLUDED**

- A. Provide all labor, materials, necessary equipment and services to complete the site demolition work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS."

**1.03 RELATED WORK**

- A. Section 02300 - Earthwork.
- B. All applicable Sections under Divisions 1, 2, and 3.

**1.04 QUALITY ASSURANCE**

- A. Demolition contractor qualifications: Minimum of five (5) years experience in demolition of comparable nature.
- B. Requirements of All Applicable Regulatory Agencies:
  - 1. All applicable Building Codes and other Public Agencies having jurisdiction upon the work.

**1.05 SUBMITTALS**

- A. Certificates of severance of utility services.
- B. Permit for transport and disposal of debris.
- C. Demolition procedures and operational sequence for review and acceptance by ENGINEER.

**1.06 JOB CONDITIONS**

- A. Existing Conditions
  - 1. The demolition work shall be done as indicated on the construction plans. This includes, but is not limited to, removal of the existing boat ramp.
  - 2. Remove all demolition debris from the site the same day the work is performed. Leave no deposits of demolished material on site over night.

3. Structural demolition, excavation, backfill and compaction as indicated in drawings.

B. Protection:

1. Erect barriers, fences, guard rails, enclosures, and shoring to protect personnel, structures, and utilities remaining intact.
2. Protect designated trees and plants from damages.
3. Use all means necessary to protect existing objects and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary, to the approval of the ENGINEER at no additional cost to the OWNER.

C. Maintaining Traffic:

1. Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
2. Do not close or obstruct streets and sidewalks without written approval from the ENGINEER.
3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

D. Dust Control:

1. Use all means necessary for preventing dust from demolition operations from being a nuisance to adjacent property owners. Methods used for dust control are subject to approval by the ENGINEER prior to use.

E. Burning:

1. Burning will not be permitted.

F. No explosives will be permitted.

#### 1.07 GENERAL ITEMS

- A. Scope of work shall comprise the following: Provide all labor, materials, necessary equipment and services to complete the demolition and clearing work, as indicated on the contract plans, and as specified herein.
- B. The CONTRACTOR shall provide references to the OWNER to demonstrate a minimum of five years experience in demolition of a comparable nature. Current occupational licenses held by CONTRACTOR shall be submitted to OWNER.
- C. The CONTRACTOR shall be responsible for adherence to all applicable codes of all

regulatory agencies having jurisdiction upon the works.

#### 1.08 PRE-DEMOLITION MEETING

- A. A meeting shall be held with the OWNER or his representative at the jobsite to describe intended demolition and cleaning procedures and schedules. This shall include identifying access routes for bringing necessary equipment in, removing debris from site, and designation of any trees, drives or other items to remain.

#### 1.09 EXISTING CONDITIONS

- A. The CONTRACTOR shall become thoroughly familiar with the site, and of existing utilities and their connections, and note all conditions which may influence the work.
- B. By submitting a bid, the CONTRACTOR affirms that CONTRACTOR has carefully examined the site and all conditions affecting work. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
- C. The OWNER shall be notified immediately by the CONTRACTOR should any hazardous materials be discovered during demolition.

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION

##### 3.01 INSPECTION

- A. Verify that structures to be demolished are discontinued in use and ready for removal.
- B. Do not commence work until all conditions and requirements of all applicable public agencies are complied with.

##### 3.02 PREPARATION

- A. Arrange for, and verify, termination of utility and drainage services to include removing meters and/or capping lines.
- B. Notification:
  - 1. Notify the OWNER at least three (3) full working days prior to commencing the work of this Section.

##### 3.03 CLARIFICATION

- A. The drawings do not purport to show all objects existing on the site.
- B. Before commencing the work of this Section, verify with the OWNER all objects to be removed and all objects to be preserved.

##### 3.04 SCHEDULING

- A. Schedule all work in a careful manner with all necessary consideration for the public and the OWNER.
- B. Avoid interference with the use of, and passage to and from, adjacent facilities.

### 3.05 DISCONNECTION OF UTILITIES

- A. Before starting site operations, disconnect or arrange for the disconnection of all effected utility service.
  - 1. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Disconnect and stub off. Notify affected utility company in advance and obtain approval before starting this work.
  - 2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
  - 3. Place markers to indicate location of disconnected services.
  - 4. On-site drainage structures and drain fields shall be removed in their entirety by methods approved by the OWNER's representative.

### 3.06 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Utility Services: Maintain existing off-site utilities, keep in service, and protect against damage during demolition operations.
- B. Prevent movement or settlement of adjacent structures. Provide and place bracing or shoring and be responsible for safety and support of structures. Assume liability for such movement, settlement, damage, or injury.
- C. Cease operations and notify OWNER immediately if safety of adjacent structures appears to be endangered. Take precautions to properly support structures. Do not resume operations until safety is restored.
- D. Prevent movement, settlement, damage, or collapse of adjacent services, sidewalks, driveways and trees. Assume liability for such movement, settlement, or collapse. Promptly repair damage at no cost to the OWNER.
- E. Ensure safe passage of persons around areas of demolition.

### 3.07 MAINTAINING TRAFFIC

- A. Do not interfere with use of adjacent buildings and facilities. Maintain free and safe passage to and from. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed travel ways if required by governing authorities.

### 3.08 POLLUTION CONTROLS

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations as directed by the OWNER or his representative or governing authorities. Return adjacent areas to condition existing prior to start of work.

### 3.09 INSPECTION AND PREPARATION

- A. Verify that structures to be demolished are discontinued in use and ready for removal.
- B. Do not commence work until all conditions and requirements of all applicable public agencies are complied with.
- C. Arrange for, and verify, termination of utility services to include removing meters and capping lines.
- D. The drawings do not purport to show all objects existing on the site; at the pre-demolition meeting before commencement of the work, verify with the OWNER all objects to be removed and all objects to be preserved.

### 3.10 DEMOLITION

- A. Pull out any existing utility lines designated for abandonment, irrigation, electrical lines, pull boxes and splice boxes, manholes and catch basins to be removed and all other objects designated to be removed or interfering with the work. Contact the utility company or agency involved for their requirements for performing this work. No equipment and materials shall be allowed to remain in the work area after the day it was removed.
- B. Remove all debris from the site and leave the site in a neat, orderly condition to the full acceptance of the ENGINEER, or the OWNER. No debris shall be left on the site over night.
- C. Clear and grub and dispose of all trees, shrubs and other organic matter not otherwise addressed on tree removal and relocation plans and specifications.

### 3.11 DEMOLITION OF SITE STRUCTURES

- A. Demolish all site structure items designated to be removed or which are required to be removed to perform the work. This item does not include buildings.

### 3.12 REMOVAL OF DEBRIS AND DISPOSAL OF MATERIAL

- A. Material resulting from demolition and not scheduled for salvaging shall become the property of the CONTRACTOR and shall be removed from site and legally disposed of off-site. Disposal shall be timely, performed as promptly as possible and not left until the final cleanup. Material shall not be left on the job site for more than 60 days.

- B. Remove from site contaminated, vermin infested, or dangerous materials encountered and dispose of by safe means so as not to endanger health of workers and public.
- C. Burning of removed materials from demolished structures will not be permitted.

3.13 COMPLETION OF WORK

- A. Leave the site in a neat, orderly condition to the full acceptance of the OWNER.
- B. Dirt remaining after demolition shall be graded level and compacted, in preparation for filling operations to follow demolition. Trenches shall be filled in layers of 12" maximum thickness and compacted in accordance with the technical specifications applicable to backfilling of trenches.

END OF SECTION

**SECTION 02100**  
**SITE PREPARATION**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Section covers cleaning, grubbing, and stripping of the construction site, complete as specified herein.
- B. Clear and demuck the areas within the limits of construction as required, including drainage easements. The width of the area to be cleared shall be established by the Engineer prior to the beginning of any work.

**1.02 RELATED WORK**

- A. Section 02050: Demolition
- B. Section 02220: Structural Excavation, Backfill & Compaction

**PART 2 – PRODUCTS**

(Not Used)

**PART 3 – EXECUTION**

**3.01 CLEARING**

- A. The surface of the ground, for the area to be cleared and grubbed shall be completely cleared of all timber, brush, stumps, roots, grass, weeds, rubbish and all other objectionable obstructions resting on or protruding through the surface of the ground. However, those trees which are designated by the Engineer shall be preserved as hereinafter specified. Clearing operations shall be conducted so as to prevent damage to existing structures and installations, and to those under construction, so as to provide for the safety of employees and others. Clearing for structures shall consist of topsoil and vegetation removal.

**3.02 GRUBBING**

- A. Grubbing shall consist of the complete removal of all stumps, roots larger than 1 ½ inches in diameter, matted roots, brush, timber, logs and any other organic or metallic debris resting on, under or protruding through the surface of the ground to a depth of 18 inches below the subgrade. All depressions excavated below the original ground surface for or by the removal of such objects, shall be refilled with suitable materials and compacted to a density conforming to the surrounding ground surface.

### 3.03 STRIPPING

- A. In areas so designated, topsoil, not muck shall be stockpiled. Topsoil so stockpiled shall be protected until it is placed as specified. Any topsoil remaining after all work is in place shall be disposed of by the Contractor.

### 3.04 DEMUCKING

- A. When encountered, organic material (muck) shall be excavated and removed. This material may be stockpiled temporarily but must be disposed of as directed by the Engineer or the Owner.

### 3.05 DISPOSAL OF CLEARED AND GRUBBED MATERIAL

- A. The Contractor shall dispose of all material and debris from the clearing and grubbing operation by shipping such material and debris and disposing such material to a suitable location as required by the Engineer or the governmental agencies. Disposal by deep burial will not be permitted. The cost of disposal of material (including hauling) shall be considered a subsidiary obligation of the Contractor, the cost of which shall be included in the contract prices.

### 3.06 PRESERVATION OF TREES

- A. All existing trees within the vicinity of the work shall be carefully protected from damage. The Contractor shall erect such barricades, guards, and enclosures as may be considered necessary by him for the protection of the trees during all construction operations.

### 3.07 PRESERVATION OF DEVELOPED PRIVATE PROPERTY

- A. The Contractor shall exercise extreme care to avoid necessary disturbance of developed private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping, which in the opinion of the Engineer must be removed, shall be replaced and replanted to restore the construction easement to the condition existing prior to construction.
- B. All soil preparation procedures and replanting operations shall be under the supervision of nurseryman experienced in such operations.
- C. Improvements to the land such as fences, walls, outbuildings, etc., which of necessity must be removed shall be replaced with equal quality materials and workmanship.
- D. The Contractor shall clean up the construction site across developed private property directly after construction is complete upon approval of the Engineer.

### 3.08 PRESERVATION OF PUBLIC PROPERTY

- A. The appropriate paragraphs of the Contract Documents shall apply to the preservation and restoration of all damaged areas of public lands, rights-of-way, easements, etc.

END OF SECTION

## SECTION 02151

### SHORING AND BRACING OF EXCAVATIONS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Work included: Provide shoring at excavations and elsewhere as required to protect workmen, materials, other properties, and the public.

##### 1.02 RELATED WORK

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
- B. As established in the General Conditions of the Contract, the Contractor is solely responsible for means and methods of construction and for the sequences and procedures to be used.

##### 1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are familiar with the specified requirements and the methods required for proper performance of the work of this Section.
- B. Employ a Professional Engineer registered in the State of Florida, who is qualified to design the shoring system and to inspect and report on the quality of its construction. All drawings must bear the signature and seal of this engineer.
- C. Comply with pertinent requirements of governmental agencies having jurisdiction, specifically the Florida Trench Safety Act.
- D. The shoring design and construction shall take into consideration all the information regarding the following:
  - 1. The plans and specifications prepared for this Work.
  - 2. Existing Utilities.
  - 3. The general geological conditions in the area.

##### 1.04 SUBMITTALS

- A. Comply with pertinent provisions of the "Submittals and Substitutions" portion of the Contract Documents.
- B. Submit shoring design for approval by Owner.
  - 1. Should changes in the shoring design be required coordinate all such changes with the Engineer and secure the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Provide list of materials as required for the shoring system.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 DESIGN

- A. Design a shoring system which will safely and adequately prevent collapse of adjacent materials and which will permit construction of the Work to the arrangement shown on the Drawings.
- B. Secure approval from Owner.

3.03 INSTALLATION

- A. Construct and install the shoring system in accordance with the design as approved by the Owner.

END OF SECTION

## SECTION 02200

### CUTTING AND PATCHING

#### PART 1 - GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 1 Specification sections, apply to the work specified in this Section.

##### 1.02 REQUIREMENTS INCLUDED

- A. All necessary cutting, coring, drilling, grouting, and patching to fit together the several parts of the work will be done by the Contractor, except as may be specifically noted otherwise under any particular section of the specifications.
- B. Definition: Cutting and Patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition. Cutting and Patching is performed to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.

##### 1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural work in a way that would result in a reduction of load-carrying capacity or of a load-deflection ratio.
- B. Visual Requirements: Do not cut and patch work, in a way that would result in reducing the strength of structures. Do not cut and patch work in a manner that would result in substantial visual evidence. Remove and replace work judged by the Owner to be cut and patched in a visually unsatisfactory manner.

##### 1.04 SUBMITTALS

- A. Procedure for Cutting and Patching: Where prior approval of cutting and patching is required, submit procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
  - 1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work operation and visual changes as well as other significant elements.
  - 2. List products to be used and firms that will perform work.
  - 3. Give dates when work is expected to be performed.
- B. Approval by Owner to proceed with cutting and patching work does not waive the Owner's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Except as otherwise indicated, or as directed by the Owner, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible. Use material for cutting and patching that will result in equal-or-better performance characteristics.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.
- B. Before the start of cutting work, meet at the work site with all parties involved in cutting the patching. Review areas of potential interference and conflict between the various trades. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

### 3.02 PREPARATION

- A. Temporary Support: To prevent failure, provide temporary support of work to be cut.
- B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.
  - 1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.03 PERFORMANCE

- A. Employ skilled workman to perform cutting and patching work. Except as otherwise indicated or as approved by the Owner, proceed with cutting and patching at the earliest feasible time and complete work without delay.
- B. Cut the work using methods that are least likely to damage work to be retained or adjoining work.
  - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with

specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where adjoining work in a manner which will eliminate evidence of patching and refinishing.

- D. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.
- E. Damaged Surfaces: Patch or replace any portion of an existing finished surface which is found to be damaged, lifted, discolored, or shows other imperfections, with matching material.

### 3.04 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth and workmanlike transition. Patched work shall match existing adjacent work in texture and appearance unless otherwise noted so that the patch or transition is invisible at a distance of five feet.
- B. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

### 3.05 CLEANING

- A. Thoroughly clean area and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty and items of similar nature.

END OF SECTION

## SECTION 02220

### STRUCTURAL EXCAVATION, BACKFILL & COMPACTION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Section includes, except as elsewhere provided, excavation, filling and grading under and around structures to the subgrades and grades indicated on the Drawings.
- B. Supplemental Foundation and Site Preparation Notes may be indicated on the Structural Drawings.

##### 1.02 RELATED WORK

- A. Bid Documents: General Conditions
- B. Section 02100: Site Preparation

##### 1.03 QUALITY ASSURANCE

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Testing and Inspection Service: The Contractor will engage soil testing and inspection service for quality control testing during earthwork operations.

##### 1.04 JOB CONDITIONS

- A. The Contractor shall examine the site and review the available test borings or undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The Owner and Engineer will not assume responsibility for variations of subsoil quality or conditions at locations other than places shown and at the time the investigation was made.
- B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Engineer and the Owner of such piping or utility immediately for directions.
  - 2. Cooperate with the Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
  - 3. Demolish and completely remove from site existing above ground structures and underground utilities indicated on the Drawings to be removed.

- C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

## 1.05 PROTECTION

### A. Sheeting and Bracing in Excavations:

1. In connection with the construction of below grade structures, the Contractor shall construct, brace, and maintain cofferdams consisting of sheeting and bracing as required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper constriction, and to protect adjacent structures, existing piping and foundation material from disturbance, undermining, or other damage. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.
2. All sheeting and bracing not left in place shall be carefully removed in such a manner as not to endanger the construction of other structures, utilities, existing piping, or property. Unless otherwise approved or indicated on the Drawings or in the Specifications, all sheeting and bracing shall be removed after completion of substructure, care being taken not to disturb or otherwise injure the finished structures. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, by watering or otherwise as may be directed.
3. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue such orders, and his failure to exercise his right to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.
4. The Contractor shall construct the cofferdams and sheeting outside the neat lines of the foundations unless indicated otherwise to the extent, he deems it desirable for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting, bracing and cofferdams shall be adequate to withstand all pressures to which the structure will be subjected. Pumping, bracing, and other work within the cofferdams shall be done in a manner to avoid disturbing any construction of the masonry enclosed. Any movement or bulging which may expense so as to provide the necessary clearances and dimensions.
5. Drawings of the cofferdams and design computations shall be submitted to the Engineer for approval, and construction shall not be started until such drawings are approved. However, approval of these drawings shall not relieve the Contractor of the responsibility for the cofferdam. The drawings and computations shall be prepared and stamped by a Registered Professional Engineer in the State of Florida and shall be in sufficient detail to disclose the method of operation for each of the various stages of construction, if required, for the completion of the substructures.

B. Dewatering, Drainage and Flootation:

1. The Contractor shall construct and place all concrete work, structural fill, bedding rock, and limerock base course, in-the-dry unless authorized by the Engineer or Owner to place in the wet. When dewatering, the Contractor shall make the final 24-inches of excavation for this work in-the-dry and not until the water level is a minimum of 12-inches below proposed bottom of excavation.
2. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of property all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill and structure to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.
3. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
4. Wellpoints may be required for predrainage of the soils prior to final excavation for some of the deeper in-ground structures, and for maintaining the lowered groundwater level until construction has been completed to such an extent that the structure or fill will not be floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
5. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems he proposes for handling groundwater and surface water encountered during construction of structures and compacted fills.
6. If requested by the Engineer, the Contractor's proposed method of dewatering shall include a groundwater observation well at each structure to be used to determine the water level during construction of the structure. Locations of the observation wells shall be at structures as approved by the Engineer prior to their installation. The observation wells shall be extended to 6-inches above finished grade, capped with screw-on caps protected by 24" x 24" wide concrete base, and left in place at the completion of this Project.
7. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the Engineer for approval. However, such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The contractor shall be responsible for correcting any disturbance or natural bearing soils or damage to structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
8. As part of his request for approval of a dewatering system, the Contractor may be requested to demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clear, with no visible soil particles in a one-quart sample.
9. During backfilling and construction, water levels shall be measured in observation wells located as directed by the Engineer.
10. Continuous pumping will be required as long as water levels are required to be below natural levels.

## 1.06 SUBMITTALS

- A. The Contractor shall furnish the Engineer, for approval, a representative sample of fill material obtained from on-site sources at least 10-calendar days prior to the date of anticipated use of such material. For each material obtained from other than on-site sources, the Contractor shall notify the Engineer of the source of the material and shall furnish the Engineer, for approval, a representative sample at least 10-calendar days prior to the date of anticipated use of such material.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. General:
  - 1. Materials for use as base, fill and backfill shall be as described below.
    - a. Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M-145, soil classification Groups A-1, A-2-4, A-2-5 and A-3.
    - b. Unsatisfactory soil materials are those defined in AASHTO M-145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6 and A-7 along with peat and other highly organic soils.
  - 2. Materials shall be furnished as required from off site sources and hauled to the site.
- B. Structural Fill:
  - 1. Structural fill material shall be satisfactory soil material consisting of a minimum of 60 percent clean medium to fine grain sized quartz sand, free of organic, deleterious and compressible material. Rock in excess of 2-1/2-inches in diameter shall not be used in the fill material. Structural fill shall not contain hardpan, stones, rocks, cobbles or other similar materials.
- C. Crusher-Run Gravel:
  - 1. The impervious aggregate base, crusher-on gravel, subbase or shoulder course material shall be uniform quality throughout. The material retained on the No. 10 sieve shall be composed of aggregate meeting the requirements for Class A or B coarse aggregate, except the percent of soft fragments allowed shall be as shown in the requirements below. To be used only if requested by Contractor and approved by Engineer.
  - 2. The impervious aggregate may be produced from an approved quarry source, or bank or pit deposit, which will yield a satisfactory mixture conforming to all requirements of these specifications after it has been crushed or processed as a part of the mining operations, or the material may be furnished in two sizes of such gradation that when combined in the central mix plant the resultant mixture shall conform to the required specifications. Impervious aggregate base, subbase or shoulder material shall conform to the following requirements:

a. Gradation, Percent by Weight Passing Each Sieve.

12-Inch Sieve	100
3/4-Inch Sieve	60-100
No. 10 Sieve	30-55
No. 60 Sieve	8-35
No. 200 Sieve	5-20

Test on Material Passing No. 10 Sieve Volume Change, Percent 0-18.

Test on Material Retained on 3/8 Sieve Soft Fragments, Percent 0-30.

3. Method of tests shall be in accordance with the following:

Gradation	AASH O: T27
Volume Change	GHD: 6
Soft Fragments	AASHTO: T-189

D. Base Course:

1. Limerock shall not contain cherty or other extremely hard pieces, or lumps, or balls or pockets of sand material in sufficient quantity as to be detrimental to the proper bonding, finish or strength of the limerock base.
2. Gradation and Size Limits:  
At least 97-percent (by weight of the material shall pass a 3-1/2-inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is in place.
3. Limerock shall originate from a Florida Dept. of Transportation (FDOT) certified pit.
4. Crushed or recycled concrete free from deleterious materials may be used as base material conforming to the gradation requirements of limerock, and as approved by the Engineer.

E. Common Fill:

1. Common fill material shall be satisfactory soil material containing no more than 5-percent by weight finer than No. 200-mesh sieve. It shall be free from organic matter, muck, marl, and rock exceeding 2-1/2-inches in diameter. Common fill shall not contain broken concrete, masonry, rubble or other similar material.
2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the Engineer, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials.

F. Bedding Rock Aggregate:

1. Bedding rock aggregate shall be 3/8" to 3/4-inch washed and graded limerock. This Rock shall be graded so that 99-percent will pass a 3/4-inch screen and 80-percent will be retained on a No. 8 screen.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Examine the areas and conditions under which excavating, filling, and grading are to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Examine and accept existing grade of walks, pavements and steps prior to commencement of work and report to Engineer if elevations of existing subgrade substantially vary from elevations shown on the Drawings.

3.02 EXCAVATION

- A. Excavation consists of removal and disposal of material encountered when establishing required grade elevations.
- B. Excavation Classifications: The following classifications of excavation will be made when unanticipated rock excavation or unclassified excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by Engineer or specialized geotechnical consultant.
  1. Authorized earth excavation includes removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in soil boring data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.
  2. Unauthorized excavation consists of removal of material beyond the limits needed to establish required grade and subgrade elevations without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer shall be at the Contractor's expense.
    - a. Under footings and foundation bases, fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering required top elevation. Lean (unreinforced) concrete fill may be used to bring bottom elevations to proper position, when acceptable to Engineer. Reinforcement shall be placed as needed or directed by the Engineer.
    - b. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed by Engineer.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer who will reserve the right to contact a specialized geotechnical consultant and make an inspection of conditions.

1. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.
  2. Removal of unsuitable material and its replacement as directed beyond the authorized limits will be paid on the basis of contract conditions relative to changes in work.
- D. **Stability of Excavations:** Slope sides of excavations to comply with local codes and ordinances having jurisdiction or as shown on the Drawings. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
1. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- E. **Shoring and Bracing:** Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
  2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- F. **Dewatering:** Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area. Maintain groundwater table level a minimum of one-foot below excavation level.
1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, wellpoints, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  2. Convey water removed from excavations and rainwater to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
  3. While dewatering for new Construction in the vicinity of existing structures, depletion of the groundwater level underneath these existing structures may cause settlement. To avoid this settlement, the groundwater level under these structures shall be maintained by appropriate methods of construction as approved by the Engineer.
- G. **Material Storage:** Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.
1. Locate and retain soil materials away from edge of excavations.
  2. Dispose of excess soil material and waste materials as herein specified.
- H. **Excavation for Structures:** Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection, or as shown on the Drawings.
1. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavated by hand to final grade just before concrete

- reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
2. Do not excavate to the bearing levels designated on the drawings until surface compaction is completed.

### 3.03 BACKFILL AND FILL

- A. General: Place material in layers to required subgrade elevations, for each area classification listed below.
  1. Structural fill shall be used below spread footing foundations, slab-on grade floors, and other structures and as backfill within three feet of the below grade portion of structures.
  2. Crusher-run gravel shall be used under and around drainage sumps. It can be used at the request of the Contractor and if approved by the Engineer as base material for areas approved by the Engineer.
  3. Limerock base course shall be used under roadways, parking areas, and walks and for riprap. Limerock base course may be used by the Contractor at other similar locations if approved by the Engineer or indicated on the Drawings.
  4. Common fill shall be used at all other locations.
  5. Bedding rock shall be used for pipe bedding, under and around manhole base and at other locations indicated on the Drawings or approved by the Engineer.
- B. Backfill excavations as promptly as work permits, but not until completion of the following:
  1. Acceptance by Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  2. Inspection, testing, approval, and recording locations of underground utilities.
  3. Removal of concrete formwork.
  4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
  5. Removal of trash and debris.
  6. Permanent or temporary horizontal bracing is in place on horizontally supported walls. Layout and location of bracing shall consider loads of the structure as well as the effects of the soil and groundwater.
- C. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
  1. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
- D. Fill Placement:
  1. Material placed in fill areas under and around structures shall be deposited within the lines and to the grades shown on the Drawings or as directed by the Engineer, making due allowance for settlement of the material. Backfill shall be carried up evenly on all walls of an individual structure simultaneously with no more than a two-foot elevation variation allowed. Fill with no more than a two-foot elevation variation allowed.

- Fill shall be placed only on properly prepared surfaces which have been inspected and approved by the Engineer.
2. Fill material can be obtained from cut areas within the construction project site. If sufficient satisfactory soil material is not available from excavation on site, the Contractor shall provide fill material as may be required from off-site sources at no additional cost to the Owner.
  3. Fill shall be brought up in substantially level lifts throughout the site, starting in the deepest portion of the fill. The entire surface of the work shall be maintained free from ruts, and in such condition that construction equipment can readily travel over any section. Fill shall not be placed on surfaces that are muddy or against concrete structures until they have attained sufficient strength.
  4. Fill shall be dumped and spread in layers by a bulldozer or other approved method. During the process of dumping and spreading, all roots, debris, and stones greater in size than specified under Materials, shall be removed from the fill areas, and the Contractor shall assign a sufficient number of men to this work to insure satisfactory compliance with these requirements.
  5. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
  6. All fill materials shall be placed and compacted "in-the-dry." The Contractor shall dewater excavated areas as required to perform the work and in such manner as to preserve the undisturbed state of the natural inorganic soils.

### 3.04 COMPACTION

- A. General: Control soil compaction during construction providing minimum percentage of density specified on the structural drawings for each area classification. It shall be the Contractor's responsibility to notify the Engineer in writing that penetration tests can be performed. Written notice from the Contractor shall precede completion of compaction operations by at least 2-working days.
- B. Percentage of Maximum Density Requirements:
  1. Compact soil to not less than the following percentages of maximum dry density in accordance with AASHTO T-180.
    - a. Underneath structures and 5-feet 0-inches around perimeter of foundation: Compact top 12-inches of subgrade and each layer of backfill or fill material to 98-percent maximum dry density.
    - b. Building Slabs and Footings: Compact top 12-inches of subgrade and each layer of backfill or fill material at 95-percent maximum dry density.
    - c. Lawn or Unpaved Areas: Compact top 6-inches of subgrade 90-percent maximum dry density.
    - d. Walkways: Compact to 6-inches of subgrade 95-percent maximum dry density.
    - e. Pavements and Steps: Compact top 6-inches of subgrade to 98-percent maximum dry density.

2. Moisture content of soil shall be within 2-percent of the optimum.
- C. Moisture Control: Where subgrade or layer of soil material that is too wet to permit compaction to specified density.
    1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
    2. Soil material that has been removed because it is too wet to permit compaction, but is otherwise satisfactory may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to satisfactory value.
  - D. Structural fill shall be placed in layers not more than 6-inches compacted depth for material compacted by heavy compaction equipment. Each layer shall be compacted with proper heavy equipment, to the minimum percent of maximum dry density prescribed herein. Incidental compaction due to traffic by construction equipment will not be credited toward the required minimum coverages.
  - E. Common fill consisting of other than structural fill shall be placed and compacted in a manner similar to that described above for structural fill, with the following exception: layer thickness prior to compaction may be increased the 12-inches in open area; and common fill except dike fill, required below water level in peat excavation areas may be placed as one lift, in-the-wet, to an elevation one foot above the water level at the time of filling.
  - F. Compaction of the fill by such means shall be to the same degree of compaction as obtained by rubber-tired or vibratory roller equipment, and the Engineer may make the necessary tests to determine the amount compactive effort necessary to obtain equal compaction. Large compaction equipment shall not be used within-5 feet of structures. Compaction equipment is subject to approval by the Engineer.
  - G. Place fill material in layers not more than 8-inches loose depth for material compacted by hand-operated tampers. Use manually operated sled-type vibratory compactors next to structures and confined areas not accessible to heavy mechanical compaction equipment.
  - H. If the Engineer shall determine that added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems, which will insure uniform distribution of the water over the area to be treated, distribution of the water over the area to be treated, and give complete and accurate control of the amount of water to be used. If too much water is added, the area shall be permitted to dry before compaction is continued.
  - I. The Contractor shall supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water in the fill in the manner specified.

### 3.05 GRADING

- A. General: Uniformly grade-fill areas within limits of project including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such point and existing grades. No soft spots or uncompacted areas will be allowed in the work.
- B. Grading Outside Building Lines: Grade areas adjacent to Buildings as shown on the Drawings, to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
- C. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a 10-foot straightedge.
- D. Stones or rock fragments larger than 2-1/2-inches in their greatest dimension will not be permitted in the top 6-inches of the subgrade line of all dike, fills or embankments.
- E. All cut and fill slopes shall be uniformly dressed to the slope, cross section and alignment shown on the Drawings, or as directed by the Engineer to prevent ponding water on driveways, walkways or against structures.
- F. During grading, protect all buried valved extensions and covers, sprinklers and any other mechanical or structural object protruding from below grade.

### 3.06 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.
- B. If in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills, which have been placed, are below specified density, provide additional compaction and testing at no additional expense.

### 3.07 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
  - 1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

### 3.08 DISPOSAL OF SURPLUS AND WASTE MATERIAL

- A. All surplus and unsuitable excavated material shall be disposed of by the Contractor in the following ways.
  - 1. Transport to an appropriate soil storage area and stockpile or spread as needed.
  - 2. Transport and legally dispose of. Any permit required for the hauling and disposing of this material shall be obtained prior to commencing hauling operations.
- B. Suitable excavated material may be used for fill if it meets that specifications for satisfactory material and is approved by the Engineer. Excavated material so approved may be neatly stockpiled at the site where designated by the Engineer provided there is an area available where it will not interfere with the operator of the facility nor inconvenience traffic or adjoining property owners.
- C. Excavated rock may be used in open fill areas only with the approval of the Engineer.

END OF SECTION

## SECTION 02223

### EXCAVATION BELOW NORMAL GRADE AND GRAVEL REFILL

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. If in the opinion of the Engineer, the material at or below the normal grade of the bottom of the trench (9 inches below the invert of the pipe) is unsuitable for foundation, it shall be removed to the depth directed by the Engineer and replaced by drain rock.

##### 1.02 RELATED WORK

- A. Documents affecting work of this section include, but are not necessarily limited to General Conditions, and Sections in Division 1 of these Specifications.
- B. Section 02221: "Trenching, Bedding and Backfill for Pipe"

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS:

- A. Drain rock shall be 3/8-inch to 3/4-inch washed and graded limerock. The rock shall be graded so that 99 percent will pass a 3/4-inch screen and 80-percent will be retained on a No. 8-screen.

#### PART 3 - EXECUTION

##### 3.01 EXCAVATION AND DRAINAGE:

- A. Whatever the nature of unstable material encountered or the groundwater conditions, trench drainage shall be complete and effective.
- B. If the Contractor excavates below grade through error or for his own convenience, or fails to properly dewater the trench, or disturbs the subgrade before dewatering is sufficiently complete, he may be directed by the Engineer to excavate below grade as set forth in the preceding paragraph, in which case the work of excavating below grade and finishing and placing the refill shall be performed at the Contractors own expense.

##### 3.02 REFILL

- A. If the material at the level of trench bottom consists of fine sand, sand and silt or soft earth which may penetrate into the drain rock matrix, the subgrade material shall be removed to the extent directed and the excavation refilled with coarse sand, or a mixture graded from coarse sand to fine peastone, to form a filter layer preserving the voids in the gravel bed of the pipe. The composition and gradation of gravel shall be approved by the Engineer prior to placement. Refill shall be placed in 6-inch layers thoroughly compacted. If directed by the Engineer, drain rock shall be used for refill of excavation below grade.

END OF SECTION

## SECTION 02276

### TEMPORARY EROSION AND SEDIMENTATION CONTROL

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Designing, providing, maintaining and removing temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls may include, but are not limited to, mulching, netting, and watering, on site surfaces and spoil and borrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.
- C. Temporary sedimentation controls include, but are not limited to, silt dams, traps, silt barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner. In construction in and around water, floating turbidity barriers shall also be employed.
- D. Contractor is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

##### 1.02 SUBMITTALS

- A. Submit schedule for temporary erosion and sedimentation control.

#### PART 2 – PRODUCTS

##### 2.01 TURBIDITY BARRIERS

- A. Floating turbidity barriers shall comply with the latest FDOT Standard Index #103 of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition and as indicated in the Storm Water Pollution Prevention Plan (SWPPP).
- B. Temporary erosion control measures shall conform to the latest FDOT Standard Indexes #102 and #103 of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

##### 2.02 EROSION CONTROL

- A. Mulch: FDOT type per Section 981-3.2, Green Mulch
- B. Netting: fabricated of material acceptable to the Owner.

2.03 SEDIMENTATION CONTROL

- A. Bales: clean, seed free cereal hay type
- B. Netting: fabricated of material acceptable to the Owner
- C. Filter stone: crushed stone conforming to Florida Department of Transportation specifications.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Contractor shall install floating turbidity barrier in the locations detailed in the plans to a depth not less than the canal bottom. The barrier shall be installed in accordance with FDOT Standard Index #103. Other temporary erosion control measures shall conform to FDOT Standard Index #102.

3.02 EROSION CONTROL

- A. Minimum procedures for mulching and netting are:
  - 1. Apply mulch loosely and to a thickness of between 3/4-inch and 1 1/2-inches.
  - 2. Apply netting over mulched areas on sloped surfaces.

3.03 SEDIMENTATION CONTROL

- A. Install and maintain silt dams, traps and barriers as shown on the approved schedule. Hay bales which deteriorate and filter stone which is dislodged shall be replaced as required.
- B. Turbidity testing shall be required when visible evidence suggests that siltation of the adjacent waterway is occurring and as directed by the engineer. Lack of siltation does not preclude the Contractor from installing floating turbidity barriers.

3.04 PERFORMANCE

- A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the Owner, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense. All earthwork operations shall cease until the problem is rectified and acceptable conditions are met.

END OF SECTION

**SECTION 02520  
CONCRETE CURBS AND HEADERS**

**PART 1 - GENERAL**

1.01 SCOPE

The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances and materials and performing all operations in connection with the construction of concrete curbs and headers, complete and in place, in strict accordance with these specifications and the applicable drawings and subject to the terms and conditions of this contract.

1.02 REFERENCES

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (latest edition)

**PART 2 - PRODUCTS**

2.01 MATERIALS

- A. The concrete mix shall produce standard weight concrete with the following properties to be verified by the use of the appropriate listed test methods.
- *Compressive strength:* 3,000 psi at 28 days - tested according to ASTM designation C31 (AASHTO T23)
  - *Slump Range:* 2-4 inches - tested according to ASTM designation C143 (AASHTO T119)
- B. Joint materials shall be in accordance with FDOT Specification Section 932

**PART 3 - EXECUTION**

3.01 CONSTRUCTION METHODS

Concrete curbs and headers shall be constructed of the type and in the locations as shown on the plans.

- A. **FORMS:** Forms for this work shall be made of either wood or metal. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without springing. If made of wood, they shall be of two (2) inch surfaced plank; if made of metal, they shall be of approved section and shall have a flat surface on top.
- B. **CONSTRUCTION:** Excavation shall be made to the required depth; and the sub-grade or base upon which the curb or header is placed shall be compacted to 98% AASHTO T-180.

The concrete shall be placed in the forms to the depth specified, and tamped and vibrated to prevent honeycomb and until the top of the structure can be floated smooth and the edges rounded to the radius shown on the plans.

Contraction joints shall be placed at intervals of ten feet except where a lesser interval is required for closure, but no section shall be less than four feet in length.

Contraction joints shall be created while the concrete is still plastic by using a grooving tool or by inserting a pre-molded filler strip, or a groove may be saw cut into the concrete soon after it has hardened, but in no case shall it be sawcut later than 24 hours after placement of fresh concrete. Curb with irregular cracks due to late contraction joint construction will not be accepted.

Expansion joints shall be constructed at all radius points and at other locations indicated on the plans. They shall be located at intervals of 500 feet between other expansion joints or ends of a run. The joint shall be 1/2 inch in width.

The forms shall be removed within twenty-four (24) hours after the concrete has been placed, and minor defects then filled with mortar composed of one (1) part Portland Cement and two (2) parts fine aggregate. Plastering shall not be permitted on the face of the curb; and all rejected curb, or header shall be removed and replaced without additional compensation. The curb top, face and/or header top shall be given a surface finish while the concrete is still green. A brush finish will be required unless noted otherwise; however, additional finishing may be required in areas considered too rough or with minor defects.

On headers, after the concrete has been rubbed smooth, it shall be rubbed again until a uniform color is produced, using a thin grout composed of one (1) part Portland Cement and one (1) part fine aggregate.

After concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with suitable material, which shall be placed and thoroughly compacted in layers of not more than six (6) inches in thickness.

END OF SECTION

**SECTION 02817  
CLEARING AND GRUBBING**

**PART 1 - GENERAL**

**1.01 SCOPE**

- A. Work specified in this section consists of clearing and grubbing within areas specified in the Contract Documents or as directed by the OWNER's representative. Work under this section includes removal and disposal of all trees, brush, stumps, grass, roots, and other such protruding objects. Also included is the removal and disposal of buildings, structures, existing pavement, other existing facilities, and debris not required to remain or to be salvaged that is necessary to prepare the area for the proposed construction. CONTRACTOR shall notify all utility companies or utility owners (both public or private) of their intent to perform such work and shall coordinate field location of utility lines prior to commencement of construction.
- B. Other miscellaneous work considered necessary for the complete preparation of the overall project site is also included under this section. Work includes, but is not limited to, the following:
  - 1. Leveling and restoration of terrain outside the limits of construction for purposes of facilitating maintenance and other post-construction operations.
  - 2. Trimming of certain trees and shrubs within project limits for utilization in subsequent landscaping of the project.

**1.02 SPECIFICATION AND STANDARDS REFERENCE**

- A. Where supplementary specifications or standards such as ASTM, AWWA, AASHTO, etc. are referenced, such references shall be latest edition.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

**3.01 CLEARING AND GRUBBING**

- A. Clearing and Grubbing shall consist of complete removal and disposal of all items stated in Article 1.01 which are not specified for removal under other items of the contract such as in demolition. The CONTRACTOR shall obtain all permits/approvals necessary for disposal at their own expense. The CONTRACTOR shall obtain tree removal permits.
- B. Unless otherwise shown in the plans or Contract Documents, Standard Clearing and Grubbing shall be done within the following areas:

1. All areas where any type of excavation is to be done.
2. All areas where any type of embankment will be constructed.
3. All areas where any type of structure, including pipe culverts or pipe lines, will be installed or constructed.
4. All areas where any type of pavement will be constructed.
5. Other areas designated in the plans or by the specifications.

C. Depths of Removal

1. In areas listed below, all roots and other debris shall be removed to a depth of at least one foot below ground surface. The surface shall then be plowed to a depth of at least six inches and all roots exposed shall be removed to a depth of at least one foot. All stumps including subsurface roots shall be completely removed to the satisfaction of the ENGINEER. Trees shall be removed so roots are pulled out rather than broken or sawed off. Areas requiring the removal methods stated in this paragraph are as follows:
  - a. Excavation areas where the excavated material is to be used in embankment construction under permanent structures such as but not limited to pavement and buildings.
  - b. Embankment areas under permanent structures such as but not limited to pavement, buildings, sewage treatment facilities, bridges, etc.
  - c. Excavation areas where roots or similar vegetation in the top one foot would interfere with disking, harrowing, or finish grading operations prior to seeding or landscaping.
  - d. Lots and building areas.
2. In all other excavation areas not listed above where clearing and grubbing is to be done, all roots, stumps, and debris protruding through or appearing on the surface of the completed excavation shall be removed or cut off below the excavated surface.
3. In all other embankment areas not listed above where clearing and grubbing is to be done, all roots, stumps, and debris protruding through or appearing on the surface shall be removed to a depth of at least one foot below the surface but no plowing or harrowing will be required in these areas.

- D. Trees to Remain: As an exception to the above provisions, where so directed by the OWNER's representative, desirable trees within the clearing limits shall be protected, left standing, and trimmed to prevent damage to limbs during

construction. No equipment shall stand, stop, or travel across or inside the drip line of any trees or vegetation designated to be saved or protected.

- E. Boulders: Any boulders laying on the top of the existing surface or otherwise encountered during the clearing and grubbing shall be removed and disposed of by the CONTRACTOR in areas provided by the CONTRACTOR. As an alternate to off-site disposal and at the CONTRACTOR's expense, he may elect to utilize these boulders in embankments provided the conditions of Article 3.04 in Section 02820 are satisfied. Any breaking or splitting of boulders that may be necessary to comply with size requirements for embankment shall be incidental to the cost of clearing and grubbing. No boulders or rock shall be left or placed in building pads, lots, or building embankment areas.

### 3.02 SELECTIVE CLEARING AND GRUBBING

- A. Selective clearing and grubbing shall consist of removing and disposing of all vegetation, obstructions, etc, as provided above except that in non-structural areas where the CONTRACTOR so elects, roots may be cut off flush with the ground surface. Stumps shall be completely removed. Undergrowth shall be completely removed except in areas designated by the OWNER's representative for aesthetic purposes.
- B. Desirable trees, that are designated by the OWNER's representative to remain, shall be protected and trimmed in such a way to avoid damage to limbs during construction.

### 3.03 SPECIAL CLEARING AND GRUBBING

- A. In certain areas that are inaccessible by machines or are considered environmentally sensitive, ENGINEER may specify Special Clearing and Grubbing. Where listed as a separate pay item, Special Clearing and Grubbing shall consist of removal and disposal of all trees, brush stumps, roots, debris or other objects protruding through the surface by cutting off flush with the ground surface. The use of any machinery that would disturb the original ground surface condition will not be permitted.

### 3.04 ERADICATION OF EXOTIC VEGETATION

- A. Where listed as a separate pay item, Eradication of Exotic Vegetation shall consist of removal and disposal of Australian Pine, Melaleuca, Brazilian Pepper, and other species specifically stated on the plans or specified herein. Also included shall be the removal of the subsurface root system for each exotic species.
- B. In areas where removal is modified to permit cutting off flush within the ground surface, stump and root system shall be treated with an agency approved chemical herbicide that will ensure the eradication of the root system.
- C. Within the limits established for the Eradication of Exotic Vegetation, all other trees, brush, etc. not classified as exotic shall be removed, unless designated in the field

by the OWNER's representative to remain. The removal and disposal of non-exotic vegetation shall conform to the provisions of Article 3.01.

### 3.05 REMOVAL OF EXISTING PAVEMENT

- A. Work specified in this article consists of the removing and disposing of existing pavement surfaces such as, but not limited to, pavement, sidewalk, curb, and gutter where shown in the plans, or required to be removed during construction operations, or as required by the ENGINEER.

### 3.06 REMOVAL OF EXISTING STRUCTURES

- A. Work specified in this article shall include removal and disposal of existing buildings, bridges, pipes, and structures of whatever type as specifically shown in the plans to be removed or as otherwise specified for removal in the Contract Documents. Also included are structures of whatever type or portions thereof which are encountered during construction operations. Where partial removal of a structure is approved by the ENGINEER, the portion of the existing structure shall be backfilled, plugged, or filled in such a way that will prevent the settlement, movement, erosion or collapse of the adjacent soils.

### 3.07 BURNING ON-SITE

- A. Not Applicable.

### 3.08 DISPOSAL OF MATERIALS

- A. Timber, stumps, roots, brush, boulders, rubbish, and other objectionable material resulting from work specified in this section shall be disposed of off-site in locations provided by the CONTRACTOR.

### 3.09 OWNERSHIP OF MATERIALS

- A. Except as may be otherwise stated in the Contract Documents, all buildings, structures, appurtenances and other materials removed by the CONTRACTOR shall become the property of the CONTRACTOR, to be disposed of in areas provided by him.

## PART 4 - MEASUREMENT AND PAYMENT

### 4.01 METHOD OF MEASUREMENT

- A. General: For the various items of work specified in this section when listed as a separate pay item, payment shall be made by the unit price or the lump sum amount as established in the Contract Documents. Where no separate pay item is established, the cost of all such work shall be included in the various scheduled items of work specified in the Contract Documents, except as provided below.
- B. Clearing and Grubbing: Measurement of Clearing and Grubbing shall include only the areas specified in the Contract Documents that are required to be cleared to permit the construction of the various items of work. Areas that are cleared for convenience, access, or other purposes that are not a requirement of construction will not be measured for payment.
- C. Selective Clearing and Grubbing: Measurement of Selective Clearing and Grubbing shall include all areas shown in the plans or designated in the field by the OWNER's representative. This measurement shall include the total area within the limits of Selective Clearing and Grubbing and no deduction shall be made for areas in which desirable trees and brush are designated to remain. Where the limits of Selective Clearing and Grubbing are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing".
- D. Special Clearing and Grubbing: Measurement of Special Clearing and Grubbing shall include all areas shown in the plans or designated in the field by the OWNER's representative. This measurement shall include only actual areas cleared by the hand method and shall not include areas cleared by other methods or areas that remain in their original condition. Where the limits of Special Clearing and Grubbing are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing".
- E. Eradication of Exotic Vegetation: Measurement of Eradication of Exotic Vegetation shall include areas shown on the plans or designated in the field by the OWNER's representative. This measurement shall include the total area within the limits established for Eradication of Exotic Vegetation and include the areas within these limits where non-exotic vegetation is removed. Where the OWNER's representative has designated desirable vegetation to remain within these limits, no deduction of area shall be made for the "saved" areas.
- Where limits of Eradication of Exotic Vegetation are shown on the plans or otherwise established in the Contract Documents but no separate pay item established, the measurement of such work shall be included in the quantity or lump sum amount of "Clearing and Grubbing."
- F. Removal of Existing Pavement: When a separate pay item is established for the Removal of Existing Pavement, the quantity to be paid shall be by the square yard

for the actual quantity removed and disposed of off-site. For curb and gutter, slope pavement, and other irregular areas, the measurement shall be generally taken as an approximate horizontal surface. Where lump sum payment is provided, such payment shall be compensation for the removal of areas shown on the plans or otherwise specified in the Contract Documents.

Where a separate pay item is established for curb, gutter, or curb and gutter removal, the measurement shall be measured by the lineal foot at the flow line of the gutter or at the top of curb where there is no gutter. Where separate pay has not been provided for curb or curb and gutter removal, the measurement shall be included in the area for pavement removal as stated above.

When no separate payment is provided for the Removal of Existing Pavement and no applicable item of excavation or embankment covering such work is listed, the costs of this work shall be included in the contract price for the item of Clearing and Grubbing or for the pipe or other structure of which the pavement removal is required.

- G. Removal of Existing Structures: When separate payment for Removal of Existing Structures or Removal of Existing Buildings is provided, the work shall be paid for at the contract lump sum price. When direct payment is not provided, the cost of such removal and disposal shall be included in the contract price for Clearing and Grubbing or if no clearing and grubbing is included, in the compensation for the other items covering the new structure to be constructed.
- H. Burning: Unless otherwise specified in the Contract Documents, and where permitted, burning shall be considered as being part of the process of disposing of materials and the cost of such work shall be included in the item which requires the disposal of materials.

#### 4.02 BASIS FOR PAYMENT

- A. General: Prices and payments for the various work items included in this section shall constitute full compensation for all work described herein and shall include all removal, disposal, protecting, trimming, breaking, plugging, eradication, or any other items specified in this section.
- B. Pay Items: For all work specified in this section, payment shall be made in accordance with the list of pay items established or as otherwise defined in the Contract Documents. The description of a pay item in the proposal section may vary from the descriptions stated in this section.

END OF SECTION

## SECTION 02931

### SODDING

#### PART 1 – GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding as shown on contract drawings and as specified herein.
- B. Area to receive sodded grass lawns within the landscape limits shown on the Drawings except as noted herein shall be as designated on the Drawings.

##### 1.02 SUBMITTALS

- A. Provide technical data as specified on all materials or installation procedures required under this Section.
- B. Submit representative topsoil samples for analysis by a private laboratory to determine nutrient deficiencies and outline a proper fertilization program.
- C. Submit certifications required for all sodding supplied.

#### PART 2 – PRODUCTS

##### 2.01 SOD

- A. Sod type shall match existing, where Sodding is specified.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted, the sod shall have been moved 3 times with the final mowing not more than 1-week before cutting into uniform dimensions.

##### 2.02 SOIL CONDITIONERS

- A. Fertilizer:
  - 1. Fertilizer shall be a complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
  - 2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.02B and approved by the Engineer. For purpose of bidding, assume 6% nitrogen, 6% phosphorus and 6% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's certificate of compliance covering analysis shall be furnished to the Engineer. Store fertilizer in a weather-proof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.
- B. Super phosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

## PART 3 – EXECUTION

### 3.01 LAWN BED PREPARATION

- A. Areas to be sodded shall be cleared of all rough grass, weeds and debris, and the ground brought to an even grade as approved.
- B. The soil shall be then thoroughly tilled to a minimum 8-inch depth.
- C. Super phosphate at a rate for bidding purposes of 5-pounds per 1000-square foot and complete fertilizer at a rate for bidding purposes of 16-pounds per 1000-square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6-inches.
- D. The areas shall be brought to a proper grade, free of sticks, stones, or other foreign matter over 1 inch diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and uniformly firm texture.

### 3.02 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Bring the sod edge in a neat, clean matter to the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Engineer.

### 3.03 MAINTENANCE

- A. The Contractor shall produce a dense, well-established lawn. The Contractor shall be responsible for the repair and re-sodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5-inches of water per week.

### 3.04 REPAIRS TO LAWN AREAS DISTRIBUTED BY CONTRACTOR'S OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damages by Contractor's operations shall be repaired at once by proper sod bed preparation, fertilizing and re-sodding, in accordance with these specifications.

END OF SECTION

## SECTION 03100

### PAVERS

#### PART 1 - GENERAL

- 1.1 CONFORMITY: Conform to the requirements of the conditions of the contract.
- 1.2 Related work in Other Sections of These Specifications
- a.) Preparation of sub-base.
  - b.) Supply and place base coarse materials.
  - d.) Curbing and or edge restraints.
  - e.) Cleaning and sealing of Pavers.
- 1.3 Work Included:
- a.) Supply and place sand-laying course.
  - b.) Supply and Install interlocking concrete paving stones in quality, shape, thickness and color as specified.
  - c.) Supply and place all accessory items as required by the Contract.
- 1.4 Product Handling: Paving stones shall be delivered and unloaded at job site with or without pallets and bound in such manner that no damage occurs to the product during handling, shipping and unloading.

#### PART 2 - PRODUCTS

- 2.1 Solid Concrete Interlocking Paving Stones: ASTM Designation C936-82
- A.) Holland Stone or Approved equal
- | <u>Shape</u>                    | <u>Thickness</u> |
|---------------------------------|------------------|
| 4"x8" Rectangular and 5-1/2"x9" | 2-3/8"           |
- B.) Colors shall match the existing pavers at the site.
  - C.) Cementitious Materials: Portland Cements shall conform to ASTM Specification C-150.
  - D.) Aggregates: Shall conform to ASTM Specification C-33 for Normal Weight Concrete Aggregate (no expanded shale or lightweight aggregates) except that grading requirements shall not necessarily apply.
  - E.) Other Constituents: Coloring pigments, air entraining agents, integral water Repellents, finely ground silica, etc., shall conform to ASTM standards where applicable, or shall be previously established as suitable for use in concrete.
  - F.) Physical Requirements:
    - 1. Size of Units shall be as noted above.
    - 2. Compressive Strength: At the time of delivery to the work site, the

average comprehensive strength shall not be less than 8,000 l with No individual unit strength loss than 7,200 PSI with testing procedures in accordance with ASTM – Standard C-140.

3. Absorption: The average absorption shall not be greater than 5 percent (5%) with no individual unit absorption greater than seven percent (7%).
  4. Abrasion Resistance: When tested in accordance with method C418, specimens shall not have a greater volume loss than 0.915 in. 3 per 7.75 in.2. The average thickness loss shall not exceed 0.118 in (3mm).
- I.) Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or performance of the construction. Minor Cracks incidental to the usual methods of manufacture, or minor chipping resulting from customary methods of handling in shipment and delivery shall not be deemed grounds for rejections.
- J.) Sampling and testing:
1. The Engineer shall be accorded facilities to inspect and sample the units at the place of manufacture from lots ready for delivery.
- K.) Rejection: In case the shipment fails to conform to the specified requirements, the manufacturer may sort it, and new test units should/shall be selected at random by the Purchaser from the retained lot and tested at the expenses of the manufacturer. In case the Second set of test units fails to conform to the specified requirements; the entire lot shall be rejected.
- L.) Expense of Tests: The expense of Inspection and testing shall be borne by the purchaser unless otherwise agreed.

2.2 Edge Restraint:

- A.) All edges: Of the installed paving stones shall be restrained. The type of edge restraint shall be approved at locations as noted on plans.
- B.) The Edge Restraint can be:
1. Concrete Curbing or Sidewalk

PART 3 - EXECUTION:

- 3.1 The Contractor: Must have a minimum of 2 years experience in the Installation of Interlocking concrete paving stones.
- 3.2 Preparation of Sub base: Material as specified should be compacted to at least 98% of the modified Proctor Dry Density, which is determined in accordance with ASTM T-180.
- 3.3 Preparation of the Base Course:
- A.) A suitable Base: Must be prepared as detailed in other sections of the project specifications.
- B.) The Base Course: The final elevation should be within +3/4 in. (19mm) or -1/2 in. (13mm) of the specified elevations. Deviations in the base

elevation should not exceed ½ in. (13mm) when tested with a 10-foot (3m) straight edge.

C. Base Course:

1. 6" limerock base compacted to 98%.

3.4 Laying of Concrete Paving Stones:

- A.) The Paving Stones: Shall be laid in the approved pattern as noted or shown on drawings.
- B.) The Paving Stones: Shall be laid in such a manner that the desired pattern is maintained and the joints between the adjacent units are approximately 1 1/6 in. (1.5mm) to 1/8 in. (3mm wide).
- C.) String Lines: Should be used to hold pattern lines true.
- D.) The Gaps: At the edge of the paver surface shall be filled with standard edge stone or with stones cut to fit. Cutting shall be accomplished to leave a clean edge to the traffic surface using a double-headed breaker or a masonry saw is recommended. Whenever possible, no cuts should result with a paver less than 1/3 of original dimension. Gaps less than 3/8 in. (10mm) should be filled with sand.
- E.) Paving Stones: Shall be vibrated into the sand laying course using a vibrator capable of 3,000 to 5,000 pounds compaction force with the surface clean and joints open.
- F.) After Vibration: Clean masonry type sand containing at least 30% of 1/8" (3mm) particles shall be spread over the paving stone surface. Allowed to dry and vibrated into joints with additional vibrator passes and brushing so as to completely fill joints.
- G.) Final Elevation: Unless otherwise specified, the final surface elevations should not deviate more than 3/8-in. (10mm) under a 10-foot (3m) straight edge. The surface elevation of pavers should be 1/8 in. (3mm) to ¼ in. (6mm) above adjacent drainage inlets, concrete collars or channels.
- H.) Surplus Material: Shall then be swept from the surface or left on surface during construction time to insure complete filling of joints during initial use. This sand also may provide surface protection from construction debris.
- I.) Upon completion: Of work in the Section, the Contractor shall clean up all work areas by removing all debris, surplus material and equipment from the site.

END OF SECTION

**SECTION 03200**  
**CONCRETE REINFORCEMENT**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Furnish all labor, materials, equipment and incidentals required to install all steel bars, steel wire, and wire fabric required for the reinforcement of concrete, as shown on the Drawings and as specified herein.

**1.02 RELATED WORK**

- A. Concrete is included in Section 03300.

**1.03 SUBMITTALS**

- A. Submit to the Engineer, as provided in the Drawings and the General Conditions, completely detailed working drawings and schedules of all reinforcement required.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Unless otherwise specified or required, the design, materials, workmanship, and erection shall conform to the requirements of the latest local Building Code and the latest ACI 318 Code. In case of conflict, the latest local Building Code shall govern.
- B. Concrete reinforcement in sizes No.3 (3/8-inch) and larger shall be deformed steel bars of the sizes and shapes indicated on the Drawings. The steel shall be newly rolled stock of domestic manufacture, substantially free from mill scale, rust, dirt, grease, or other foreign matter. Bars shall be of intermediate grade, deformed billet steel conforming to ASTM Specification A615, Grade 60.
- C. Rail-steel bars will not be allowed in the work.
- D. Reinforcement shall be accurately fabricated to the dimensions indicated on the Drawings. Particular care shall be exercised not to have stirrups oversize in order to maintain proper coverage of concrete. Stirrups and tie bars shall be bent around a revolving collar having a diameter not less than 2 times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter not less than 6 times the minimum thickness of the bar except for bars 1 larger than 1-inch, in which case the bends shall be made around a pin of 8-bar diameters. All bars shall be bent cold. Bars reduced in section or with kinks or bends not shown on the Drawings will not be accepted.
- E. Wire fabric shall conform to ASTM Specification A185 for Welded Steel Wire Fabric for Concrete Reinforcement.

- F. Steel wire shall conform to ASTM Specification A82 for Cold-Drawn Steel 1 for Concrete Reinforcement. Wire ties shall be zinc coated annealed iron of not less than No. 18 gage.

## 2.02 HANDLING MATERIALS

- A. Reinforcement shall be shipped to the work with bars of the same size and shape fastened in bundles with metal identification tags giving size and mark securely wired on. The identification tags shall be labeled with the same designation as shown on submitted bar schedules and shop drawings.
- B. All bars shall be stored off the ground and shall be protected from moisture and be kept free from dirt, oil, or injurious contaminants.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. No reinforcing bars shall be welded either during fabrication or erection without prior written approval from the Engineer. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work.
- B. Unless otherwise shown, splices in reinforcement shall be lapped not less than 24 bar diameters. All bar splices shall be staggered wherever possible. When splicing bars of different diameters, the length of lap is based on the larger bar.
- C. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt, and other coatings that reduce or destroy bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be re-inspected and cleaned when necessary.
- D. Reinforcement shall be accurately positioned as indicated on the Drawings and secured against displacement by using wire ties or suitable clips at intersections.
- E. All accessories such as chairs, chair bars, and the like are an integral part of the reinforcement and shall be furnished and installed in sufficient quantity to satisfactorily position all steel and in accordance with the latest (ACI 315) Manual of Standard Practice for Detailing Reinforced Concrete Structures.
- F. Except as otherwise indicated on the Drawings, bars in slabs, beams and girders shall be spliced as per requirements in ACI 315. Splices and laps in columns, piers and struts shall be sufficient to transfer full stress by bond. Splices in adjacent bars shall be staggered if required.
- G. Except as otherwise indicated on the Drawings, reinforcement shall be installed with clearance for concrete coverage as follows:

Footing bottom .....	3-inch
Formed surfaces in contact with soil or exposed to the weather .....	2-inch
Columns, beams and shear-walls.....	1-1/2-inch
Slabs on grade .....	1-1/2-inch
Bottom steel of interior slabs .....	1-inch
Top steel of interior slabs .....	3/4-inch
Bottom steel in grid slabs .....	1-1/2-inch
Interior face of walls .....	1-inch

- G. All slab reinforcing shall be supported on concrete cubes or wafers of the correct height. Wafers shall contain soft steel wires embedded therein for fastening to reinforcing. Wafers shall have a minimum compressive strength of 3,500 psi and shall have been cured as specified for concrete. Masonry units will not be permitted for supporting steel in bottom mats or elsewhere. For supporting the top steel in slabs, the Contractor shall furnish extra steel supports such as channel s if required and shall construct blocks of concrete having the same quality as specified for the structure for use in supporting both top and bottom mat steel. Wood blocks, stones, brick chips, etc., cinder blocks; or concrete building blocks will not be allowed. Alternate methods for supporting top steel in slabs, such as vertical reinforcing fastened to bottom and top mats, may be used if approved by the Engineer.
- I. Alternate methods of supporting bottom reinforcement for slabs and beams not exposed to the weather (such as plastic chairs, but not plastic-tipped bolsters) may be used only if specifically approved by the Engineer.
- J. Reinforcement for vertical surfaces (beams, columns, walls) shall be properly and firmly positioned from the forms at all points by means of stainless steel (tipped) bolsters or equal, subject to Engineer's approval.
- K. Reinforcement which is to be exposed for a considerable length of time after being placed shall be painted with a heavy coat of neat cement slurry.
- L. In no case shall any reinforcing steel be covered with concrete until the amount and position of the reinforcements has been checked by the Engineer and his permission given to proceed with the concreting. The Engineer shall be given ample prior notice of the availability of set reinforcement for checking.

END OF SECTION

## SECTION 03251

### JOINTS

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Furnish all materials, labor, equipment and incidentals required to make all joints tight in the concrete as detailed on the Drawings and as specified herein.

##### 1.02 SUBMITTALS

- A. Submit to the Engineer shop drawings showing placement of forms, form joints, major inserts and blockouts.

#### PART 2 - PRODUCTS

##### 2.01 EXPANSION JOINTS – FLOOR – N/A

##### 2.02 EXPANSION JOINTS - OTHER

- A. Pre-molded joint filler shall be 3/4-inch thick or as shown on the Drawings and shall be a self-expanding cork, Serviced Products, W.R. Grace and Company, Code No. 4324 equal by W.R. Meadows, Inc., or equal.
- B. Joint sealant shall be a two-component synthetic rubber compound based on Thiokol liquid polysulphide polymer by W.R. Grace and Company, Toch Bros., Tremco Co., or equal. Sealant shall develop a Shore Hardness of at least 30 after seven days curing. Back-up material where required shall be approved closed cell polyethylene foam rods of diameters to suit joint conditions.
- C. Primer shall be as recommended by sealant manufacturer.

##### 2.03 WATERSTOPS – N/A

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Pre-molded joint fillers shall be installed at all locations shown on the Drawings.
- B. Joint sealant for all joints indicated on the Drawings shall be placed to the depths shown. Preparation of surfaces, priming, and the handling and preparation of materials shall be in complete compliance with the manufacturer's instructions as approved.

END OF SECTION

## SECTION 03300

### CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

##### 1.2 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures and finishes.

##### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

##### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork. Design and engineering of formwork are Contractor's responsibility.
  - 1. Shoring and Re-shoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and installing and removing re-shoring.
- E. Welding Certificates: Copies of certificates for welding procedures and personnel.

- F. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
- G. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
  - 1. Cementitious materials and aggregates.
  - 2. Form materials and form-release agents.
  - 3. Steel reinforcement and reinforcement accessories.
  - 4. Fiber reinforcement.
  - 5. Admixtures.
  - 6. Waterstops.
  - 7. Curing materials.
  - 8. Floor and slab treatments.
  - 9. Bonding agents.
  - 10. Adhesives.
  - 11. Vapor retarders.
  - 12. Epoxy joint filler.
  - 13. Joint-filler strips.
  - 14. Repair materials.
- H. Minutes of pre-installation conference.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for formwork and shoring and re-shoring installations that are similar to those indicated for this Project in material, design, and extent.
- C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

- F. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code--Reinforcing Steel."
- G. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
  - 1. ACI 301, "Specification for Structural Concrete."
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

## PART 2 - PRODUCTS

### 2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
  - 1. Plywood, metal, or other approved panel materials.
  - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - a. High-density overlay, Class 1, or better.
    - b. Medium-density overlay, Class 1, or better, mill-release agent treated and edge sealed.
    - c. Structural 1, B-B, or better, mill oiled and edge sealed.
    - d. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.

### 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Plain-Steel Wire: ASTM A 82, as drawn.

### 2.3 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
  - 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade-60 (Grade-420). Cut bars true to length with ends square and free of burrs.

### 2.4 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type II.
  - 1. Fly Ash: ASTM C 618, Class C or F.
  - 2. Fly Ash: ASTM C 618, Class F.
  - 3. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Silica Fume: ASTM C 1240, amorphous silica.

- C. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
  - 1. Class: Moderate weathering region, but not less than 3M.
  - 2. Nominal Maximum Aggregate Size: 1-inch (25 mm).
  - 3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18-percent and not less than 8-percent retained on an individual sieve, except that less than 8-percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8-percent may be retained on sieves finer than No. 50 (0.3 mm).
- D. Water: Potable and complying with ASTM C 94.

## 2.5 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1-percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- G. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Catexol 1000CL; Axim Concrete Technologies.
    - b. MCI 2000 or MCI 2005; Cortec Corporation.
    - c. DCI or DCI-S; W. R. Grace & Co., Construction Products Div.
    - d. Rheocrete 222+; Master Builders, Inc.
    - e. FerroGard-901; Sika Corporation

## 2.6 WATERSTOPS

- A. Flexible Rubber Waterstops: CE CRD-C 513, for embedding in concrete to prevent passage of fluids through joints. Factory fabricated corners, intersections, and directional changes.
  - 1. Profile: Flat, dumbbell with center bulb.
  - 2. Profile: Flat, dumbbell without center bulb.
  - 3. Profile: Ribbed with center bulb.
  - 4. Profile: Ribbed without center bulb.
  - 5. Profile: As indicated.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Rubber Waterstops:
    - a. Greenstreak.
    - b. Progress Unlimited Inc.
    - c. Westec Barrier Technologies; Div. of Western Textile Products, Inc.
    - d. Williams Products, Inc.
  
- D. Self-Expanding Strip Waterstops: Manufactured rectangular or trapezoidal strip, sodium bentonite or other hydrophylic material for adhesive bonding to concrete.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Volclay Waterstop-RX; Colloid Environmental Technologies Co.
    - b. Conseal CS-231; Concrete Sealants Inc.
    - c. Swellseal Joint; De Neef Construction Chemicals (U.S.) Inc.
    - d. Hydrotite; Greenstreak.
    - e. Mirastop; Mirafi Moisture Protection, Div. of Royal Ten Cate (USA), Inc.
    - f. Adeka Ultra Seal; Mitsubishi International Corporation.
    - g. Superstop; Progress Unlimited Inc.

## 2.7 BOAT RAMP SLAB TREATMENTS

- A. Slip-Resistive Finishes as follows:
  
- B. Boat Ramps will have a heavy stamp or rake finish imparted into the surface with a minimum depth of ½" applied transverse to the direction of travel. The stamp or rake shall be applied at a slight angle (5 to 10 degrees max) to the perpendicular to allow water to drain to one side of the ramp. Contractor shall perform or submit a test sample of the finished texture to the Engineer prior to construction of the ramps for approval utilizing the same concrete as specified in the Drawings.
  
- C. Pier Ramps shall have a light to medium broom finish applied transverse to the direction of travel to provide sufficient traction for pedestrians under wet conditions. Vertical sides of the concrete pier ramps shall be rubbed smooth.

## 2.8 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
  
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.
  
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
  
- D. Water: Potable.
  
- E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 22-percent solids.
- H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- J. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- K. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Evaporation Retarder:
    - a. Cimfilm; Axim Concrete Technologies.
    - b. Finishing Aid Concentrate; Burke Group, LLC (The).
    - c. Spray-Film; ChemMasters.
    - d. Aquafilm; Conspec Marketing & Manufacturing Co., Inc.
    - e. Sure Film; Dayton Superior Corporation.
    - f. Eucobar; Euclid Chemical Co.
    - g. Vapor Aid; Kaufman Products, Inc.
    - h. Lambco Skin; Lambert Corporation.
    - i. E-Con; L&M Construction Chemicals, Inc.
    - j. Confilm; Master Builders, Inc.
    - k. Waterhold; Metalcrete Industries.
    - l. Rich Film; Richmond Screw Anchor Co.
    - m. SikaFilm; Sika Corporation.
    - n. Finishing Aid; Symons Corporation.
    - o. Certi-Vex EnvioAssist; Vexcon Chemicals, Inc.
  - 2. Clear, Solvent-Borne, Membrane-Forming Curing Compound:
    - a. AH Clear Cure; Anti-Hydro International, Inc.
    - b. Spartan-Cote; Burke Group, LLC (The).
    - c. Spray-Cure & Seal 15; ChemMasters.
    - d. Conspec #1-15-percent solids; Conspec Marketing & Manufacturing Co., Inc.
    - e. Day-Chem Cure and Seal; Dayton Superior Corporation.
    - f. Diamond Clear; Euclid Chemical Co.
    - g. Nitocure S; Fosroc.
    - h. Cure & Seal 309; Kaufman Products Inc.
    - i. Lambco 120; Lambert Corporation.
    - j. L&M Dress & Seal 18; L&M Construction Chemicals, Inc.
    - k. CS-309; W. R. Meadows, Inc.
    - l. Seal N Kure; Metalcrete Industries.
    - m. Rich Seal 14-percent UV; Richmond Screw Anchor Co.
    - n. Kure-N-Seal; Sonneborn, Div. of ChemRex, Inc.
    - o. Flortec 14; Sternson Group.
    - p. Cure & Seal 14-percent; Symons Corporation.
    - q. Clear Seal 150; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
    - r. Acrylic Cure; Unitex.
    - s. Certi-Vex AC 309; Vexcon Chemicals, Inc.

3. Clear, Waterborne, Membrane-Forming Curing Compound:
  - a. AH Clear Cure WB; Anti-Hydro International, Inc.
  - b. Klear Kote WB II Regular; Burke Chemicals.
  - c. Safe-Cure & Seal 20; ChemMasters.
  - d. High Seal; Conspec Marketing & Manufacturing Co., Inc.
  - e. Safe Cure and Seal; Dayton Superior Corporation.
  - f. Aqua Cure VOX; Euclid Chemical Co.
  - g. Cure & Seal 309 Emulsion; Kaufman Products Inc.
  - h. Glazecote Sealer-20; Lambert Corporation.
  - i. Dress & Seal WB; L&M Construction Chemicals, Inc.
  - j. Vocomp-20; W. R. Meadows, Inc.
  - k. Metcure; Metalcrete Industries.
  - l. Cure & Seal 150E; Nox-Crete Products Group, Kinsman Corporation.
  - m. Rich Seal 14-percent E; Richmond Screw Anchor Co.
  - n. Kure-N-Seal WB; Sonneborn, Div. of ChemRex, Inc.
  - o. Florseal W.B.; Sternson Group.
  - p. Cure & Seal 14-percent E; Symons Corporation.
  - q. Seal Cure WB 150; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
  - r. Hydro Seal; Unitex.
  - s. Starseal 309; Vexcon Chemicals, Inc.
4. Clear, Waterborne, Membrane-Forming Curing Compound, 18 to 22-percent Solids:
  - a. Klear Kote WB II 20-percent; Burke Chemicals.
  - b. Safe-Cure & Seal 20; ChemMasters.
  - c. Conspec 21; Conspec Marketing & Manufacturing Co., Inc.
  - d. Diamond Clear VOX; Euclid Chemical Co.
  - e. SureCure Emulsion; Kaufman Products Inc.
  - f. Glazecote Sealer-20; Lambert Corporation.
  - g. Dress & Seal WB; L&M Construction Chemicals, Inc.
  - h. Vocomp-20; W. R. Meadows, Inc.
  - i. Metcure 0800; Metalcrete Industries.
  - j. Cure & Seal 200E; Nox-Crete Products Group, Kinsman Corporation.
  - k. Rich Seal 18-percent E; Richmond Screw Anchor Co.
  - l. Kure-N-Seal W; Sonneborn, Div. of ChemRex, Inc.
  - m. Florseal W.B.; Sternson Group.
  - n. Cure & Seal 18-percent E; Symons Corporation.
  - o. Seal Cure WB STD; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
  - p. Hydro Seal 800; Unitex.
  - q. Starseal 0800; Vexcon Chemicals, Inc.
5. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound:
  - a. Spray-Cure & Seal Plus; ChemMasters.
  - b. UV Super Seal; Lambert Corporation.
  - c. Lumiseal Plus; L&M Construction Chemicals, Inc.
  - d. CS-309/30; W. R. Meadows, Inc.
  - e. Seal N Kure 30; Metalcrete Industries.
  - f. Rich Seal 31-percent UV; Richmond Screw Anchor Co.
  - g. Cure & Seal 31-percent UV; Symons Corporation.
  - h. Certi-Vex AC 1315; Vexcon Chemicals, Inc.
6. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound:
  - a. Klear-Kote Cure-Sealer-Hardener, 30-percent solids; Burke Group, LLC (The).
  - b. Polyseal WB; ChemMasters.

- c. UV Safe Seal; Lambert Corporation.
- d. Lumiseal WB Plus; L&M Construction Chemicals, Inc.
- e. Vocomp-30; W. R. Meadows, Inc.
- f. Metcure 30; Metalcrete Industries.
- g. Vexcon Starseal 1315; Vexcon Chemicals, Inc.

## 2.9 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- C. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- D. Epoxy Joint Filler: Two-component, semi-rigid, 100-percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.
- E. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- F. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
  - 1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
  - 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
  - 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- G. Reglets: Fabricate reglets of not less than 0.0217-inch- (0.55-mm-) thick galvanized steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- H. Dovetail Anchor Slots: Hot-dip galvanized steel sheet, not less than 0.0336-inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

## 2.10 REPAIR MATERIALS

- A. Repairs shall not be allowed. Concrete considered to be inadequate shall be removed and replaced in its entirety.

## 2.11 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
  - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.

- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Slab-on-Grade Ramps: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28 Days): 5000 psi.
  - 2. Minimum Cementitious Materials Content: 520- lb/cu. yd.
  - 3. Maximum Slump: 5-inches.
- D. Pedestrian Pier Ramps: Proportion normal-weight concrete mix as follows:
  - 1. Compressive Strength (28-Days): 5000 psi.
  - 2. Maximum Slump: 5-inches.
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
  - 1. Fly Ash: 25-percent.
  - 2. Combined Fly Ash and Pozzolan: 25-percent.
  - 3. Ground Granulated Blast-Furnace Slag: 50-percent.
  - 4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50-percent Portland cement minimum, with fly ash or pozzolan not exceeding 25-percent.
  - 5. Silica Fume: 10-percent.
  - 6. Combined Fly Ash, Pozzolans, and Silica Fume: 35-percent with fly ash or pozzolans not exceeding 25-percent and silica fume not exceeding 10-percent.
  - 7. Combined Fly Ash or Pozzolans, Ground Granulated Blast-Furnace Slag, and Silica Fume: 50-percent Portland cement minimum, with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10-percent.
- F. Maximum Water-Cementitious Materials Ratio: 0.40 for corrosion protection of steel reinforcement in concrete exposed to chlorides from deicing chemicals, salt, saltwater, brackish water, seawater, or spray from these sources.
- G. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus 1 or minus 1.5-percent, unless otherwise indicated:
  - 1. Air Content: 5.5-percent for 1-1/2-inch- (38-mm-) nominal maximum aggregate size.
  - 2. Air Content: 6-percent for 1-inch- (25-mm-) nominal maximum aggregate size.
  - 3. Air Content: 6-percent for 3/4-inch- (19-mm-) nominal maximum aggregate size.
- H. Limit water-soluble, chloride-ion content in hardened concrete to 0.15-percent by weight of cement.
- I. Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
  - 4. Use corrosion-inhibiting admixture in concrete mixes where indicated.

## 2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90-deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2-hours to 75-minutes; when air temperature is above 90-deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1- cu. yd. (0.76 cu. m) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1- cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1- cu. yd. (0.76 cu. m).
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
  - 1. Class A, 1/8-inch (3 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
  - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  1. Install anchor bolts, accurately located, to elevations required.
  2. Install reglets to receive top edge of foundation sheet waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  3. Install dovetail anchor slots in concrete structures as indicated.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50-deg F (10 deg C) for 24-hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
  1. 28-day design compressive strength.
  2. At least 70-percent of 28-day design compressive strength.
  3. Determine compressive strength of in-place concrete by testing representative field- or laboratory-cured test specimens according to ACI 301.
  4. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 SHORES AND RESHORES

- A. Comply with ACI 318 (ACI 318M), ACI 301, and recommendations in ACI 347R for design, installation, and removal of shoring and re-shoring.
- B. Plan sequence of removal of shores and re-shore to avoid damage to concrete. Locate and provide adequate re-shoring to support construction without excessive stress or deflection.

### 3.5 VAPOR RETARDERS – N/A

### 3.6 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1. Shop- or field-weld reinforcement according to AWS D1.4, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.7 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2- inches (38 mm) into concrete.
  - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
  5. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
  6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8- inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

### 3.8 WATERSTOPS

- A. Flexible Waterstops: Install in construction joints as indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of Work. Field-fabricate joints in waterstops according to manufacturer's written instructions.
- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, bonding or mechanically fastening and firmly pressing into place. Install in longest lengths practicable.

### 3.9 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Architect.
- C. Before placing concrete, water may be added at Project site, subject to limitations of ACI 301.
  1. Do not add water to concrete after adding high-range water-reducing admixtures to mix.

- D. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- E. Deposit concrete in forms in horizontal layers no deeper than 24-inches (600 mm) and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
  - 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6-inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  - 4. Slope surfaces uniformly to drains where required.
  - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90-deg F (32-deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.10 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8- inch (3 mm) in height.
  - 1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
  - 2. Do not apply rubbed finish to smooth-formed finish.
- B. Rubbed Finish: Apply the following to smooth-formed finished concrete:

1. Smooth-Rubbed Finish: Not later than 1-day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
  2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36-hours.
  3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part Portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.11 FINISHING SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, stamps or rakes as specified.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
  1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
  1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system
  2. Finish surfaces to the following tolerances, measured within 24-hours according to ASTM E 1155/E 1155M for a randomly trafficked floor surface:
    - a. Specified overall values of flatness, F(F) 25; and levelness, F(L) 20; with minimum local values of flatness, F(F) 17; and levelness, F(L) 15.

- b. Specified overall values of flatness, F (F) 35; and levelness, F (L) 25; with minimum local values of flatness, F (F) 24; and levelness, F (L) 17; for slabs-on-grade.
  - c. Specified overall values of flatness, F (F) 30; and levelness, F (L) 20; with minimum local values of flatness, F (F) 24; and levelness, F (L) 15; for suspended slabs.
  - d. Specified overall values of flatness, F (F) 45; and levelness, F (L) 35; with minimum local values of flatness, F (F) 30; and levelness, F (L) 24.
3. Finish and measure surface so gap at any point between concrete surface and an unlevelled freestanding 10-foot- (3.05-m-) long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following:
- a. 1/4- inch (6.4 mm).
  - b. 3/16- inch (4.8 mm).
  - c. 1/8- inch (3.2 mm).
- E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
- 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- G. Slip-Resistive Aggregate Finish – N/A
- H. Mineral Dry-Shake Floor Hardener Finish – N/A:

### 3.12 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

### 3.13 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and

during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than 7-days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12- inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than 7-days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
    - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
    - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3-hours after initial application. Maintain continuity of coating and repair damage during curing period.
  - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within 3-hours after initial application. Repeat process 24-hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

### 3.14 LIQUID FLOOR TREATMENTS – N/A

### 3.15 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least six months. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

- C. Install semi-rigid epoxy joint filler full depth in saw-cut joints and at least 2- inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.16 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by the Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Patching shall not be allowed.

### 3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5- cu. yd., but less than 25- cu. yd., plus one set for each additional 50 - cu. yd. or fraction thereof.
  - 2. Testing Frequency: Obtain at least one composite sample for each 100- cu. yd. or fraction thereof of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mix, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 3. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  - 4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 5. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40-deg F and below and when 80-deg F and above, and one test for each composite sample.
  - 6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 7. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of four standard cylinder specimens for each composite sample.
    - a. Cast and field cure one set of four standard cylinder specimens for each composite sample.
  - 8. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at 7-days and two at 28-days.
    - a. Test two field-cured specimens at 7-days and two at 28-days.
    - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.

- C. When strength of field-cured cylinders is less than 85-percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- E. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48-hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28-days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-and 28-day tests.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.

END OF SECTION 03300

## SECTION 03315

### GROUT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. The Contractor shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, all in accordance with the requirements of the Contract Documents.

##### 1.02 RELATED WORK

- A. Section 03300 – “Cast-in-Place Concrete”

##### 1.03 REFERENCES

- A. Specifications, codes, and standards shall be as specified in Section 03300 “Cast-in-Place Concrete,” and as referred to herein.
- B. Additional Commercial Standards: CRD-C 621 Corps of Engineers Specification for Non-Shrink Grout

##### 1.04 SUBMITTALS

- A. The Contractor shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer’s literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

#### PART 2 - PRODUCTS

##### 2.01 NON-SHRINK GROUT

- A. Non-shrink grout shall be a pre-packaged, non-organic, non-gas liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer’s instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for each particular application.
- B. Non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi, shall have no shrinkage (0.0-percent) and a maximum 4.0-percent expansion in the plastic state when tested in accordance with ASTM C 827, and shall have no shrinkage (0.0-percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.

## 2.02 EPOXY GROUT

- A. Epoxy mortar (grout) shall be used to set items specified. Epoxy mortar (grout) shall be a pre-packaged mix containing aggregate and epoxy mortar adhesive; utilize "Permatop" as manufactured by Permagile Corp. of America, or approved equal.

## 2.03 CURING MATERIALS

- A. Curing materials shall be as recommended by the manufacturer.

## 2.04 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of the above described consistency.

## 2.05 MEASUREMENT OF INGREDIENTS

- A. Pre-packaged grouts shall have ingredients measured by means recommended by the manufacturer.

# PART 3 – EXECUTION

## 3.01 GENERAL

- A. All surface preparation, curing, and protection of cement grout shall be as specified in Section 03300 "Cast-in-Place Concrete". The finish of the grout surface shall match that of the adjacent concrete.
- B. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for pre-packaged grouts shall be done according to the instructions and recommendations of the manufacturer.

## 3.02 CONSOLIDATION

- A. Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

END OF SECTION

**SECTION 03350**  
**CONCRETE FINISHING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Work included: Provide finishes on cast-in-place concrete as called for on the Drawings, specified herein, and needed for a complete and proper installation.

**1.02 RELATED DOCUMENTS**

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

**1.03 RELATED WORK**

- A. Related Sections:
  - 1. Section 03300 – “Cast-in-Place Concrete”.
  - 2. Section 03480 – “Precast Concrete Specialties”.

**1.04 QUALITY ASSURANCE**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Except as may be modified herein or otherwise directed by the Engineer, comply with ACI 301 - "Specifications for Structural Concrete for Buildings."

**1.05 SUBMITTALS**

- A. Comply with pertinent provisions of Section 01340 – “Submittals and Substitutions”.
- B. Product Data: Within 35-calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
  - 1. Materials list of items proposed to be provided under this Section.
  - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
  - 3. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used for this work.

**1.06 DELIVERY, STORAGE AND HANDLING**

- A. Comply with pertinent provisions of Section 01640 – “Product Handling”.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. General:
  - 1. Carefully study the Drawings and these Specifications, and determine the location, extent, and type of required concrete finishes.
  - 2. As required for this work, provide the materials specified herein, or equals approved in advance by the Engineer.
- B. Concrete Materials: Comply with pertinent provisions of Section 03300 - "Cast-in-Place Concrete", except as may be modified herein.
- C. Liquid Bonding Agent: "Weld-Crete", manufactured by the Larsen Products Corporation.
- D. Curing and Protection Paper:
  - 1. Approved products:
    - a. "Sisalkraft, Orange Label", or;
    - b. Equal products complying with ASTM C171.
  - 2. Where concrete will be exposed and will be subjected to abrasion, such as floor slabs, use non-staining paper such as "Sisalkraft, Seekure 896," or equal paper faced with polyethylene film.
- E. Liquid Curing Agents:
  - 1. Where application of specified finish materials will be inhibited by use of curing agents, cure the surface by water only; do not use chemical cure.
  - 2. For chemical curing, use "Hunt TLF" manufactured by Hunt Process Company, Inc.
- F. Floor Sealer: Acceptable products:
  - 1. "Superkote Special Clear Sealer" manufactured by Ven-Chem Company, Inc., P. O. Box 3186, Santa Barbara, California, 93105, (213)342-1195.
  - 2. "Supershield" manufactured by James Darcey Company, Inc., 19712 Merridy Street, Chatsworth, California, 91311, (213)349-3705.
- G. Slip-Resistant Abrasive Aggregate:
  - 1. Provide aluminum oxide, 14/36 grading.
  - 2. Acceptable manufacturers:
    - a. Carborundum Company.
    - b. Norton Company.
    - c. L. M. Scofield Company.

### 2.02 OTHER MATERIALS

- A. Contractor shall provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject for the approval of the Engineer.

## PART 3 - EXECUTION

### 3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

### 3.02 FINISHING OF FORMED SURFACES

- A. General:
  - 1. After removal of forms, give the concrete surfaces one or more of the finishes specified below where so indicated on the Drawings.
  - 2. Revise the finishes as needed to secure the approval of the Engineer.
  
- B. As-cast finish:
  - 1. Rough form finish:
    - a. Leave surfaces with the texture imparted by forms, except patch tie holes and defects.
    - b. Remove fins exceeding 1/4-inch in height.
  - 2. Smooth form finish:
    - a. Coordinate as necessary to secure form construction using smooth, hard, uniform surfaces, with number of seams kept to a practical minimum and in a uniform and orderly pattern.
    - b. Patch tie-holes and defects.
    - c. Remove fins completely.
  
- C. Rubbed Finished:
  - 1. Provide these finishes only where specifically called for, and then only on a "smooth form finish" base as described above.
  - 2. Smooth rubbed finish:
    - a. Produce on newly hardened concrete no later than the day following form removal.
    - b. Wet the surfaces, and rub with carborundum brick or other abrasive until uniform color and texture are produced.
    - c. Do not use a cement grout other than the cement paste drawn from the concrete itself by the rubbing process.
  - 3. Grout cleaned finish:
    - a. Do not start cleaning operations until all contiguous surfaces to be cleaned are completed and accessible.
    - b. Do not permit cleaning while the work progresses.
    - c. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having the consistency of thick paint.
    - d. Substitute white Portland cement for part of the gray Portland cement as required to produce a color matching the color of surrounding concrete, as determined by a trial patch.
    - e. Wet the surface of the concrete sufficiently to prevent absorption of water from the grout, and apply the grout uniformly with brushes or spray gun.
    - f. Immediately after applying the grout, scrub the surface vigorously with a cork float or stone to coat the surface and fill all air bubbles and holes.
    - g. While the grout is still plastic, remove all excess grout by working the surface with a rubber float, sack, or other means.
    - h. After the surface whites from drying (about 30-minutes at normal temperatures), rub vigorously with clean burlap.
    - i. Keep the surface damp for at least 36-hours after final rubbing.
  
- D. Unspecified Finish: If the finish of formed surfaces is not specifically called out elsewhere in the Contract Documents, provide the following finishes as applicable.
  - 1. Rough form finish:
    - a. For all concrete surfaces not exposed to public view.
  - 2. Smooth form finish:

3.03 FINISHING SLABS

a. For all concrete surfaces exposed to public view.

A. Definition of Finishing Tolerances:

1. "Class A": True plane within 1/8-inch in 10-feet as determined by a 10-foot straightedge placed anywhere on the slab and in any direction.
2. "Class B": True plane within 1/4-inch in 10-feet as determined by a 10-foot straightedge placed anywhere on the slab and in any direction.
3. "Class C": True plane within 1/4-inch in two feet as determined by a 2-foot straightedge placed anywhere on the slab and in any direction.

B. Scratched Finish: After the concrete has been placed, consolidated, struck off, and leveled to a Class C tolerance, roughen the surface with stiff brushes or rakes before the final set.

C. Floated Finish:

1. After the concrete has been placed, consolidated, struck off, and leveled, do not work the concrete further until ready for floating.
2. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.
3. During or after the first floating, check the planeness of the surface with a ten foot straightedge applied at not less than two different angles.
4. Cut down high spots and fill low spots to produce a surface with a Class B tolerance throughout.
5. Re-float the slab immediately to a uniform sandy texture.

D. Troweled Finish:

1. Provide a floated finish as described above, followed by a power troweling and then a hand troweling.
  - a. Produce an initial surface which is relatively free from defects, but which still may show some trowel marks.
  - b. Provide hand troweling when a ringing sound is produced as the trowel is moved over the surface.
  - c. Thoroughly consolidate the surface by hand troweling.
2. Provide a finished surface essentially free from trowel marks, uniform in texture and appearance, and in a plane of Class A tolerance.
  - a. For concrete on metal deck, Class B plane tolerance is acceptable.
  - b. On surfaces intended to support floor coverings, use grinding or other means as necessary and remove all defects of such magnitude as would show through the floor covering.

E. Broom Finish:

1. Provide a floated finish as described above.
2. While the surface is still plastic, provide a textured finish by drawing a fiber bristle broom uniformly over the surface.
3. Unless otherwise directed by the Engineer, provide the texturing in one direction only.
4. Provide "light", "medium" or "coarse" texturing as directed by the Engineer or otherwise called for on the Drawings.

F. Raked or Stamped Finish

1. Provide a floated finish as described above.
2. While the surface is still plastic, provide a textured finish by drawing a rough fiber bristle broom uniformly over the surface.
3. Immediately thereafter, provide a heavy rake or stamp to the concrete that has a depth for each tyne or rake of between 1/2" to 3/4" transverse to the direction of travel.

Spacing between tynes shall be a minimum of 1-1/2 inches and a maximum of 3 inches. The rakes shall be skewed slightly to produce an angle to the perpendicular of between 5 and 10 degrees.

### 3.04 CURING AND PROTECTION

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures, and mechanical injury.
- B. Preservation of Moisture:
  - 1. Unless otherwise directed by the Engineer, apply one of the following procedures to concrete not in contact with forms immediately after completion of placement and finishing:
    - a. Ponding or continuous sprinkling.
    - b. Application of absorptive mats or fabric kept continuously wet.
    - c. Application of sand kept continuously wet.
    - d. Continuous application of steam (not exceeding 150-degrees Fahrenheit) or mist spray.
    - e. Application of waterproof sheet materials specified in Part 2 of this Section.
    - f. Application of other moisture-retaining covering as approved by the Engineer.
    - g. Application of the curing agent specified in Part 2 of this Section or elsewhere in the Contract Documents.
  - 2. Where forms are exposed to the sun, minimize moisture loss by keeping the forms wet until they can be removed safely.
  - 3. Cure concrete by preserving moisture as specified above for at least seven days.
- C. Temperature, Wind, and Humidity:
  - 1. Cold weather:
    - a. When the mean daily temperature outdoors is less than 40-degrees Fahrenheit, maintain the temperature of the concrete between 50-degrees Fahrenheit and 70-degrees Fahrenheit for the required curing period.
    - b. When necessary, provide proper and adequate heating system capable of maintaining the required heat without injury due to concentration of heat.
    - c. Do not use combustion heaters during the first 24-hours unless precautions are taken to prevent exposure of the concrete to exhaust gases which contain carbon dioxide.
  - 2. Hot weather: When necessary, provide wind breaks, fog spraying, shading, sprinkling, ponding, or wet covering with a light colored material, applying as quickly as concrete hardening and finishing operations will allow.
  - 3. Rate of temperature change: Keep the temperature of the air immediately adjacent to the concrete during and immediately following the curing period as uniform as possible and not exceeding a change of 5-degrees Fahrenheit in any one hour period, or 50-degrees Fahrenheit in any 24-hour period.
- D. Protection from Mechanical Injury:
  - 1. During the curing period, protect the concrete from damaging mechanical disturbances such as heavy shock, load stresses, and excessive vibration.
  - 2. Protect finished concrete surfaces from damage from construction equipment, materials, and methods, from the application of curing procedures, and from rain and running water.
  - 3. Do not load self-supporting structures in such a way as to overstress the concrete.

END OF SECTION

## SECTION 03480

### PRECAST CONCRETE SPECIALTIES

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. General: The Contractor shall furnish all materials, labor and equipment to precast manholes, wet-wells, valve pits, meter pits and other utility structures as shown on the Drawings.

##### 1.02 RELATED DOCUMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Supplementary Conditions of these Specifications.
  - 1. Section 03200 – “Concrete Reinforcement”

##### 1.03 REQUIREMENTS, GENERAL

- A. Precast Prestressed Concrete Piles shall be manufactured in accordance with the FDOT Standard Specifications
- B. The forms, dimensions, concrete, and construction methods shall be approved by the Engineer in advance of construction.

##### 1.04 QUALITY ASSURANCE

- A. Quality Assurance: Use a pre-casting plant which has been certified by the precast concrete institute and has been engaged for more than five-years in the manufacturing of precast utility structures.

##### 1.05 SUBMITTALS

- A. Product Data: Within 21-calendar days after award of the Contract, submit the following:
  - 1. Materials list of items proposed to be provided under this Section.
  - 2. Manufacturer's specifications, catalog cuts, and other data needed to prove compliance with the specified requirements.
  - 3. Manufacturer's recommend installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedure used on the work. This will include all equipment such as cranes, pile driving hammers, cushion material, pile template, etc., in accordance with FDOT Specifications.
  - 4. Shop Drawings showing complete details and reinforcement schedules for fabrication, assembly and installation.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. The quality of all materials, the process of manufacture, and the finished sections shall be subject to inspection and approval by the Engineer, or other representatives of the Owner. Such inspection may be made at the places, and the sections shall be subject to rejection at any time on account of failure to meet any of the Specification requirements; even though sample sections may have been accepted as satisfactory at the place of manufacture. Sections rejected after delivery to the job shall be marked for identification and shall be removed from the job at once. All sections which have been damaged after delivery will be rejected, and if already installed, shall be acceptably repaired, if permitted, or removed and replaced, entirely at the Contractor's expense.
- B. At the time of inspection, the section will be carefully examined for compliance with the ASTM designation specified below and these Specifications, and with the approved manufacturer's drawings. All sections shall be inspected for general appearance, dimensions, "scratch-strength", blisters, cracks, roughness, soundness, etc. The surface shall be dense and close-textured.
- C. Surface Imperfections may be repaired, subject to the approval of the Engineer, after demonstration by the manufacturer that strong and permanent repairs result. Repairs shall be carefully inspected before final approval. Cement mortar used for repairs shall have a minimum compressive strength of 4,000 psi at the end of 7-days and 5,000 psi at the end of 28-days, when tested in 3-inch by 6-inch cylinder stored in the standard manner. Epoxy mortar may be utilized for repairs subject to the approval of the Engineer.
- D. Each section of the structure must be inspected and stamped at the casting yard by an accredited testing laboratory.

## PART 2 - PRODUCTS

### 2.01 PRECAST CONCRETE MANHOLE SECTIONS – N/A

### 2.02 PRECAST PRESTRESSED CONCRETE PILES

- A. Piles shall be manufactured, cured, stored and transported as per FDOT Standard Specification Section 450

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Precast Prestressed Concrete Piles shall be installed as per FDOT Standard Specification Section 455 utilizing approved equipment and method as submitted to the Engineer. Pre-augering is allowed but the final 10 feet must be driven by a suitable hammer approved by the Engineer to meet the required loading conditions.
- B. Installation shall provide a pile that is within 3 inches horizontally of the design location and within 1" per 10 feet vertically.

END OF SECTION

**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
1. Framing with engineered wood products.
  2. Wood blocking, cants, and nailers.
  3. Utility shelving.
  4. Wood furring and grounds.
  5. Sheathing.
  6. Plywood backing panels.

- B. Related Sections include the following:

1. Section 05535: N/A

**1.3 DEFINITIONS**

- A. Rough Carpentry: Carpentry work not specified in other Sections and not exposed, unless otherwise indicated.
- B. Exposed Framing: Dimension lumber not concealed by other construction.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
1. NELMA - Northeastern Lumber Manufacturers Association.
  2. NLGA - National Lumber Grades Authority.
  3. RIS - Redwood Inspection Service.
  4. SPIB - Southern Pine Inspection Bureau.
  5. WCLIB - West Coast Lumber Inspection Bureau.
  6. WWPA - Western Wood Products Association.

## 1.4 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the American Lumber Standards Committee Board of Review.

C. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Engineered wood products.
4. Foam-plastic sheathing.
5. Power-driven fasteners.
6. Powder-actuated fasteners.
7. Expansion anchors.
8. Metal framing anchors.

## 1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

B. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.

C. Source Limitations for Fire-Retardant-Treated Wood: Obtain each type of fire-retardant-treated wood product through one source from a single producer.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

### 2.2 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
4. Provide dressed lumber, S4S, unless otherwise indicated.
5. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.
6. Provide dry lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

### 2.3 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA C2 (lumber) and AWPA C9 (plywood), except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and one of the following:
  - a. Chromated copper arsenate (CCA).
  - b. Ammoniacal copper zinc arsenate (ACZA).
  - c. Ammoniacal, or amine, copper quat (ACQ).
  - d. Copper bis (dimethyldithiocarbamate) (CDDC).
  - e. Ammoniacal copper citrate (CC).

- f. Copper azole, Type A (CBA-A).
- g. Oxine copper (copper-8-quinolinolate) in a light petroleum solvent.

2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.

- 1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece, or omit marking and provide certificates of treatment compliance issued by inspection agency.

D. Application: Treat items indicated on Drawings, and the following:

- 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
- 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
- 3. Wood framing members less than 18 inches (460 mm) above grade.

E. Application: Treat items indicated on Drawings, and the following:

- 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
- 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
- 3. Wood framing members less than 18 inches (460 mm) above grade.

## 2.4 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

- 1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
- 2. Use treatment that does not promote corrosion of metal fasteners.
- 3. Use Exterior type for exterior locations and where indicated.
- 4. Use Interior Type A High Temperature (HT), unless otherwise indicated.

B.For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.

## 2.5 DIMENSION LUMBER

A.General: Provide dimension lumber of grades indicated according to the American Lumber Standards Committee National Grading Rule provisions of the grading agency indicated.

## 2.6 MISCELLANEOUS LUMBER

A.General: Provide lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Cants.
3. Nailers.
4. Grounds.

B.For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 19 percent maximum moisture content and any of the following species:

1. Mixed southern pine; SPIB.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods; NELMA.
5. Northern species; NLGA.
6. Western woods; WCLIB or WWPA.

## 2.7 PLYWOOD BACKING PANELS

A.Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch (12.7 mm) thick. Back primed and finished per 09900.

## 2.8 FASTENERS

A.General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide stainless steel fasteners

B.Nails, Brads, and Staples: Stainless Steel 304

C. Power-Driven Fasteners: N/A

D. Wood Screws: Stainless Steel 304

E. Lag Bolts: Stainless Steel 304

F. Bolts: Steel bolts, nuts and washers: SS 304

## 2.9 METAL FRAMING ANCHORS

A. General: Provide framing anchors made from metal indicated, of structural capacity, type, and size indicated, and as follows:

1. Research/Evaluation Reports: Provide products acceptable to authorities having jurisdiction and for which model code research/evaluation reports exist that show compliance of metal framing anchors, for application indicated, with building code in effect for Project.
2. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

## 2.10 MISCELLANEOUS MATERIALS

A. Building Paper: Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), unperforated.

B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbamate, combined with an insecticide containing chloropyrifos as its active ingredient.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Do not use materials with defects that impair quality of rough carpentry or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  1. CABO NER-272 for power-driven fasteners.
  2. Published requirements of metal framing anchor manufacturer.

3. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in the Uniform Building Code.
4. Table 2305.2, "Fastening Schedule," in the BOCA National Building Code.
5. Table 2306.1, "Fastening Schedule," in the Standard Building Code.

E. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed. Make tight connections between members. Install fasteners without splitting wood; predrill as required.

### 3.2 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated. Where possible, secure anchor bolts to formwork before concrete placement.

END OF SECTION

# THALATTA PARK SITE IMPROVEMENTS OVERLOOK PIER & SHORE STABILIZATION

17301 OLD CUTLER ROAD  
PALMETTO BAY, FLORIDA 33157

## INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
C-000	COVER
C-001	GENERAL NOTES
C-002	EXISTING CONDITIONS
C-003	EXISTING CONDITIONS
C-004	MARK LINE TO MARK LINE WIDTH & BOARDWALK DISTANCE
C-100	FRAMING LAYOUT
C-101	DECK PROFILES
C-102	EXISTING RAMP PROFILE
C-103	SHORE STABILIZATION PLAN
C-200	FRAMING DETAILS
C-201	FRAMING NOTES AND DETAILS
C-202	CONCRETE PILE DETAILS
C-203	GENERAL DETAILS
C-300	EROSION CONTROL PLAN 1
C-301	EROSION CONTROL PLAN 2
C-302	SWPPP DETAILS

THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED  
DUE TO REPRODUCTION

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. Stantec shall not be responsible for any errors or omissions in the construction or not for any purpose other than that authorized by Stantec's limitations.

NO.	DATE	APPROVAL	NAME
*****APPROVALS*****			



901 Ponce de Leon Blvd, Suite 800  
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Tel. 305-445-2900  
Fax. 305-445-3344  
www.stantec.com



DEVELOPED FOR:  
**VILLAGE OF PALMETTO BAY**

PROJECT No.2156614878  
NOVEMBER 5, 2019

BID SET

APPROVED BY:  
TERRANCE N. GLUNT, P.E.  
REGISTERED ENGINEER NO. 40130  
STATE OF FLORIDA





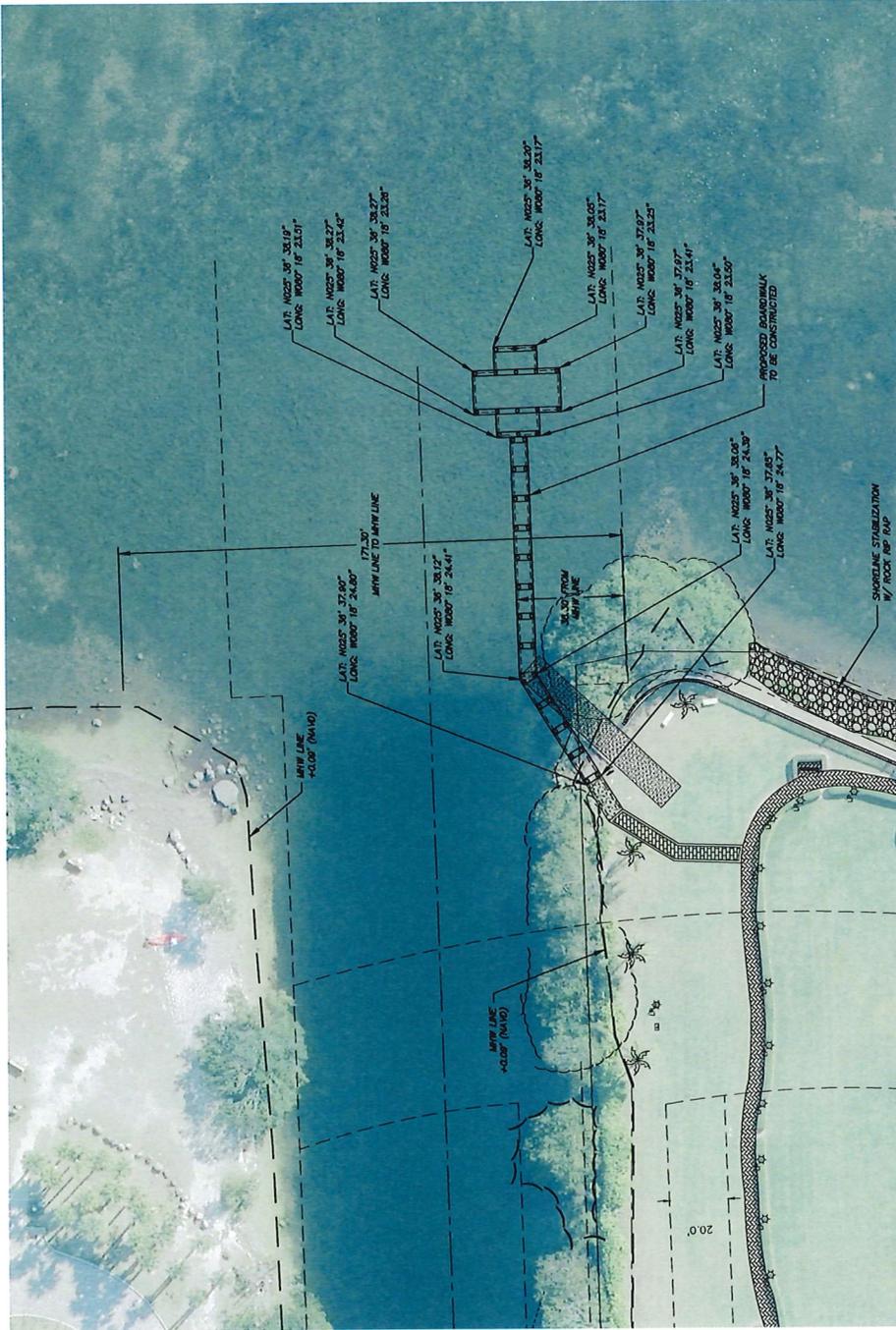






MHW= MEAN HIGH WATER

NOTE: ALL ELEVATIONS SHOWN ARE  
RELATIVE TO MVD OR  
MHW. ALL ELEVATIONS  
SHOWN TO CONCRETE TO  
MVD OR MHW.



<p><b>Stantec</b> 101 Bruce Dr. Fort. Lauderdale, FL 33304 www.stantec.com</p> <p><small>In consultation with our client, Stantec has prepared this drawing. The client is responsible for the accuracy of the information provided. Stantec does not warrant the accuracy of the information provided. The copyright in all drawings and drawings shall be retained by Stantec.</small></p>		<p><b>THALATTA PARK IMPROVEMENTS</b> 17301 OLD CUTLER ROAD PALMETTO BAY, FL, 33157</p>		<p>Project No. 215614878 Drawing No. C-004</p>	
<p>Scale _____</p>		<p>Sheet 5 of 16</p>		<p>Revision _____ PERMIST</p>	
<p>DATE: 11/04/20</p>		<p>DATE: 11/04/20</p>		<p>DATE: 11/04/20</p>	
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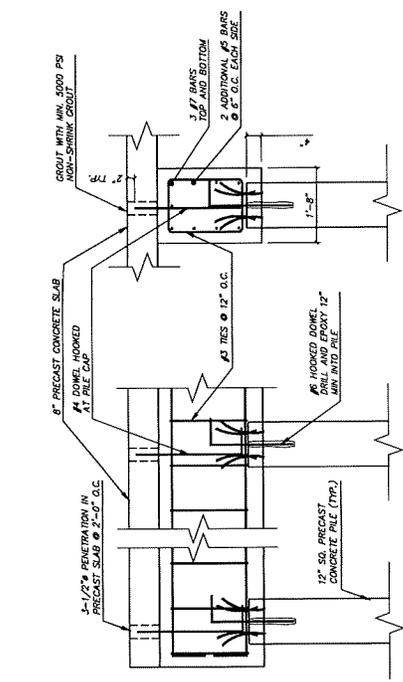




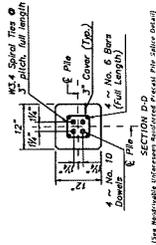




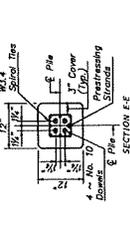




2 PILE CAP DETAIL



SECTION AA

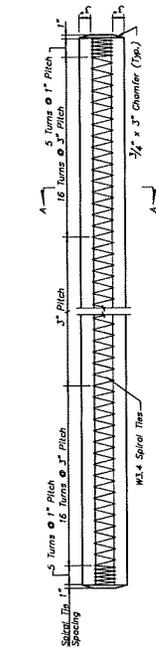


SECTION EE

**PILE SPACING REINFORCEMENT DETAILS**

**NOTES:**

- Work this index with FOOT INDEX 450-001 - Typical Details and Notes for Square Prestressed Concrete Pile Spacing.
- Any of the given Alternate Strand Patterns may be utilized. Place one strand at each corner and place the remaining strands equally spaced between the corner strands. The strands should all be concentric with the nominal concrete section of the pile.



ELEVATION

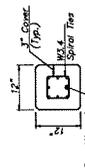
**ALTERNATE STRAND PATTERNS**

1 - 1/8" dia. Grade 270 LRS, at 44 lbs

8 - 1/8" dia. Grade 270 LRS, at 24 lbs

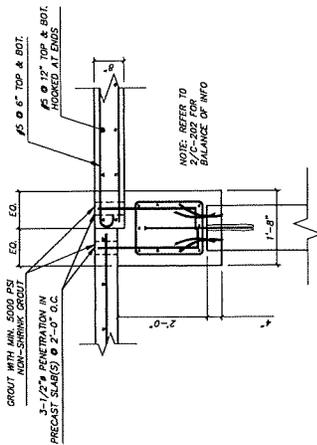
8 - 1/8" dia. Grade 270 LRS, at 24 lbs

12 - 1/8" dia. Grade 270 LRS, at 18 lbs



SECTION AA

1 12" PRESTRESSED SQUARE CONC. PILES

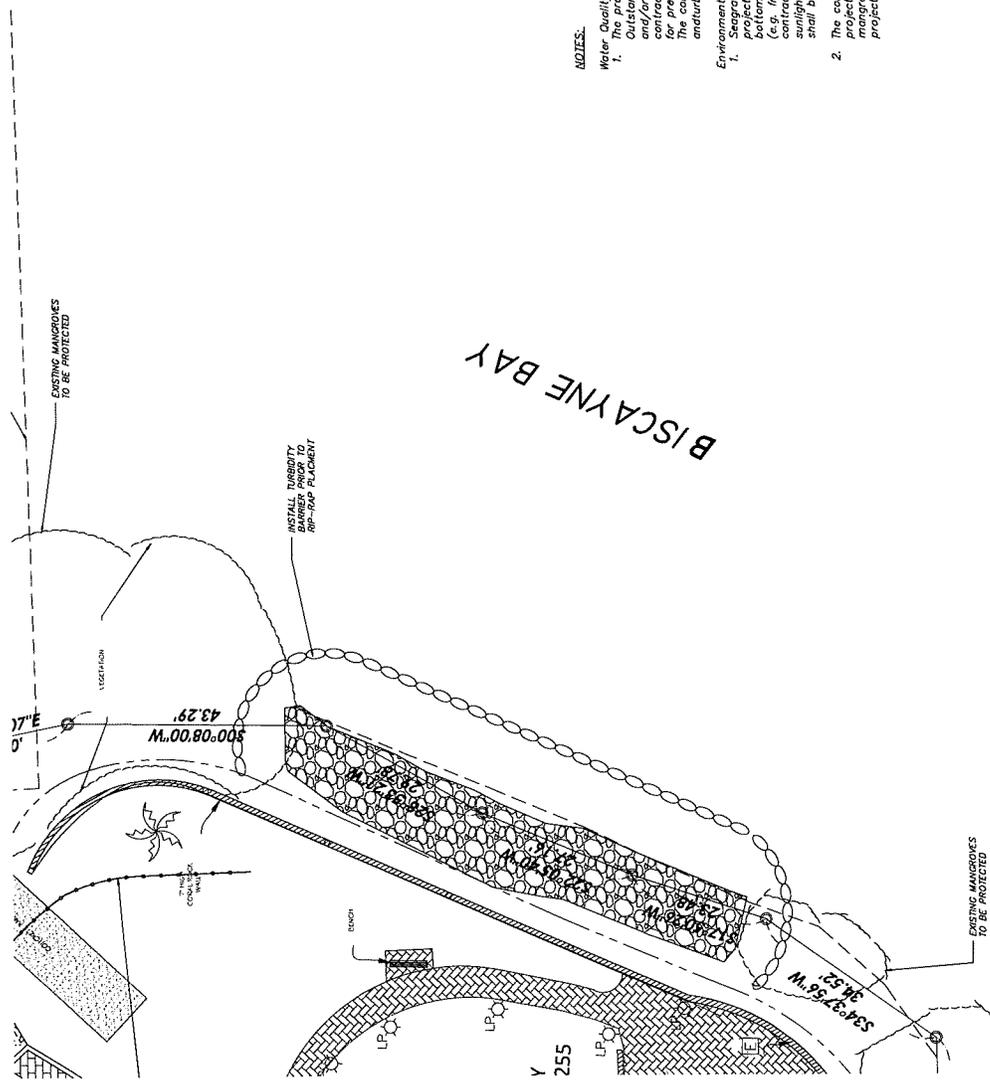


3 TRANSITION OF 6" TO 8" SLAB

<p><b>Stantec</b> 101 Ponce de Leon Blvd, Suite 400 West Gables, Boca Raton, FL 33434 www.stantec.com</p>		<p><b>THALATTA PARK IMPROVEMENTS</b> 17301 OLD CUTLER ROAD PALMETTO BAY, FL 33157</p>		<p><b>CONCRETE PILE DETAILS</b></p>	
<p>Project No. 215614678 Scale</p>		<p>Sheet C-202 Drawing No.</p>		<p>Revision PERMIT SET 12 of 16</p>	
<p>Per. No. 2017/06 Date 11/14/2018</p>		<p>Scale</p>		<p>Sheet</p>	
<p>Drawn</p>		<p>Checked</p>		<p>Reviewed</p>	
<p>By</p>		<p>Appr.</p>		<p>By</p>	
<p>Scale</p>		<p>Scale</p>		<p>Scale</p>	







**NOTES:**

- Water Quality:**
- The project occurs with Bioscape Box which is designated as Outstanding Florida Waters (OFW). No degradation of water quality and/or increased turbidity of the water shall be permitted. The contractor is responsible for maintaining water quality and preventing any discharge of any foreign material into the water. The contractor shall erect the best available means of erosion and turbidity controls/measures to isolate the work area at all times.
- Environmental Notes:**
- Some trees and other benthic communities exist within the project area. The contractor shall prevent contact with the bay bottom in these areas and any disturbance of bottom sediments (e.g. from moving or anchoring barges and other structures). The contractor shall slope any benthic communities from the project area. Anchoring locations (if required) shall be approved by the engineer.
  - The contractor is advised that mangroves are located within the project limits. The contractor shall not remove or damage any mangrove trees, or branches occurring within or adjacent to the project.

<b>Stantec</b>		<b>EROSION CONTROL PLAN 2</b>	
80 Ponce de Leon Blvd, Suite 300 Coral Gables, Florida 33134 www.stantec.com		Project No. 215514878 Scale: _____	
1000 Brickell Ave, Suite 300 Miami, Florida 33131 www.stantec.com		Drawing No. C-301 Sheet 15 of 16	
Revision		Revision	
By: _____		Date: _____	
Checked: _____		Date: _____	
Approved: _____		Date: _____	
Soil: _____		Date: _____	
By: _____		Date: _____	
Checked: _____		Date: _____	
Approved: _____		Date: _____	

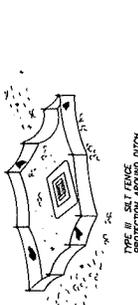
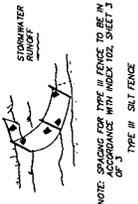
GENERAL NOTES: - SEE 1.000

1. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING MANGROVES AND OTHER BENTHIC COMMUNITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOT REMOVE OR DAMAGE ANY MANGROVE TREES, OR BRANCHES OCCURRING WITHIN OR ADJACENT TO THE PROJECT.

2. THE CONTRACTOR IS ADVISED THAT MANGROVES ARE LOCATED WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOT REMOVE OR DAMAGE ANY MANGROVE TREES, OR BRANCHES OCCURRING WITHIN OR ADJACENT TO THE PROJECT.

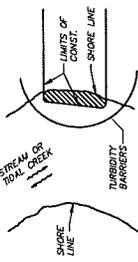
**NPDES  
STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

1. THE CONTRACTOR IS REQUIRED TO ADHERE TO THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION ACT (NPDES) AND TO MAINTAIN COMPLIANCE WITH THE NPDES PROGRAM AND TO MINIMIZE THE IMPACT TO PUBLIC STORMWATER FACILITIES. A NOTICE OF INTENT (NOI) SHALL BE FILED PRIOR TO BEGINNING CONSTRUCTION.
2. CONSTRUCTION TYPE III SILT FENCE IS APPROPRIATE WITH POST #S 100 (3" DIA) PER THE INSTALLATION OF FILTER FABRIC INTO THE FRAME AND GRADE.
3. ALL EXISTING AND PROPOSED CATCH BASINS WILL HAVE THEIR INLETS PROTECTED BY THE INSTALLATION OF FILTER FABRIC INTO THE FRAME AND GRADE.
4. THIS SILT FENCING AND FILTER FABRIC WILL REMAIN IN PLACE DURING THE ENTIRE DURATION OF CONSTRUCTION.
5. CONTRACTOR WILL BRACE ALL EXISTING LANDSCAPING TO REMAIN PRIOR TO THE BEGINNING OF CONSTRUCTION. EXISTING SOIL DISTURBED BY CONSTRUCTION THAT IS NOT AFFECTED BY PROPOSED GRADING WILL BE RESTORED TO ITS ORIGINAL CONDITION. EXISTING VEGETATION SHALL BE MAINTAINED UNLESS DELETED BY MORE THAN 4" HORIZONTAL TO 1" VERTICAL. BUSHES SHALL BE STEEPER.
6. ALL WASTE GENERATED FROM THE CONSTRUCTION SHALL BE DISCARDED IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS. ALL WASTE SHALL BE STORED IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS PRIOR TO BEGINNING CONSTRUCTION. REGULATIONS CAN BE FOUND, BUT NOT LIMITED TO, DEPARTMENT OF ENVIRONMENTAL RESOURCES, MANAGEMENT AND DEPARTMENT OF ENVIRONMENTAL PROTECTION.
7. TO ENSURE THAT OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST IS MINIMIZED, CONTRACTOR IS TO PUT INTO PRACTICE THE MEASURES DETAILED IN PERMITS OR THE LATEST VERSION OF DEVICES APPROVED BY THE CITY / SUBURBER OF RECORD.
8. DUST GENERATED FROM CONSTRUCTION WILL BE MINIMIZED.
9. AT ANY TIME DURING CONSTRUCTION THAT THE SILT FENCING IS DISTURBED, THE CONTRACTOR SHALL REPAIR AND MAINTAIN THE SILT FENCING TO THE ORIGINAL STATE OF INTEGRITY OF THE SILT FENCING SECURED.
10. A QUALIFIED INSPECTOR, PROVIDED BY THE CITY, SHALL INSPECT ALL PORTS OF ENTRY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. INSPECTION INCLUDES THE WRITTEN RECORDING OF DUST CONTROL MEASURES, VEHICULAR TRAFFIC AND CONSTRUCTION MATERIAL STORAGE AND DISPOSAL. WRITTEN RECORD OF ALL INSPECTIONS WILL BE STORED BY THE CITY DURING CONSTRUCTION.
11. INFORMATION NAME AND QUALIFICATION OF PERSONNEL MAKING THE INSPECTION, DATE OF INSPECTION, RAINFALL DATA, MAJOR OBSERVATIONS RELATING TO THE INSPECTION, AND THE NAME AND QUALIFICATION OF THE INSPECTOR SHALL BE MAINTAINED WITH PERMIT. WHERE AN INSPECTION DOES NOT IDENTIFY ANY AVOIDANCE MEASURES, THE INSPECTOR SHALL SIGNIFY THAT THE PERMIT IS IN COMPLIANCE WITH THE PERMIT AND THE PERMIT.
12. RECORDS AND DOCUMENTATION REQUIRED BY THE PERMIT AND ALL APPROPRIATE STATE OR AN APPROPRIATE ALTERNATIVE LOCATION AS SPECIFIED IN THE NOTICE OF INTENT SHALL BE MAINTAINED FOR THE DURATION OF THE PERMIT AND ALL REPORTS REQUIRED BY THIS PERMIT TO AND RECORDS OF ALL SHALL BE MAINTAINED FOR AT LEAST THREE (3) YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED.

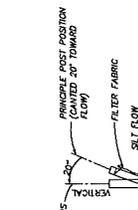


**WATER QUALITY**

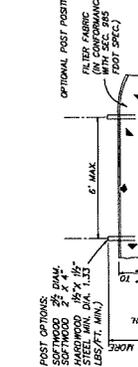
FOR THE CONSTRUCTION AND DURING ALL OPERATIONS THAT MAY DEGRADE WATER QUALITY, THE CONTRACTOR SHALL PRACTICE TURBIDITY CONTROLS TO MEET THE WATER QUALITY STANDARDS AS OUTLINED IN CHAPTER 62-302, F.A.C.



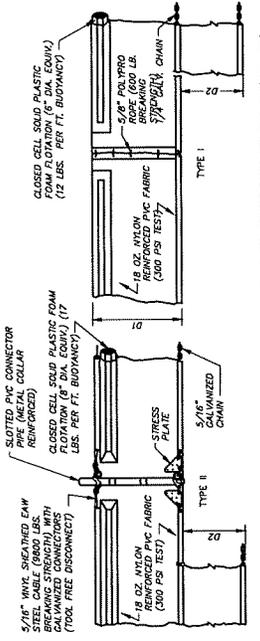
NOTE: TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY BE EITHER FLOATING OR STAKED TYPES. BARRIERS SHALL BE DESIGNED TO WITHSTAND FLOOD CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPES WILL BE SPECIFIED IN THE PLANS. HOWEVER, PAYMENT WILL BE UNDER THE PAY ITEMS ESTABLISHED IN THE PLANS. TURBIDITY BARRIERS SHALL BE INSTALLED UPSTREAM OF TURBIDITY BARRIERS. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED UPSTREAM OF TURBIDITY BARRIERS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



**SECTION**



**ELEVATION**



NOTES:  
1. DIMENSIONS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY IMPROVEMENT ON THE DESIGN SHALL BE APPROVED BY THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

**FLOATING TURBIDITY BARRIERS**

NOTE:  
1. TURBIDITY BARRIERS SHALL BE OF SUFFICIENT LENGTH & DEPTH & SUFFICIENTLY STABILIZED IN ORDER TO MINIMIZE TURBIDITY.  
2. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES.  
3. ANCHORS SHALL BE OF SUFFICIENT STRENGTH TO WITHSTAND CURRENT VELOCITIES.  
4. MAINTENANCE MAY REQUIRE SECURING BARRIER DURING CONSTRUCTION OPERATIONS.  
5. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE FDOT STANDARD SPECIFICATIONS.

**1 TURBIDITY BARRIER DETAILS**

N.T.S.

SWPPP DETAILS	
Project No.	215614878
Scale	
Sheet	16 of 16
Revision	PERMIT SET

THALATTA PARK IMPROVEMENTS	
17301 OLD CUTLER ROAD	
PALMETTO BAY, FL, 33157	
The Name	SWP
Drawn	DATE
Check	DATE
Design	DATE
Final	DATE

**Stantec**  
90 Pinckney Street, Suite 100  
Boston, MA 02111  
www.stantec.com

Soil	
By	
Appr.	
Checked	
Drawn	
Scale	
Date	
Sheet	

APPROVED FOR THE PERMIT	DATE	BY
APPROVED FOR THE PERMIT	DATE	BY
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February 11, 2020



REQUEST FOR PROPOSAL

# Thalatta Park – Overlook Pier & Shore Stabilization Construction

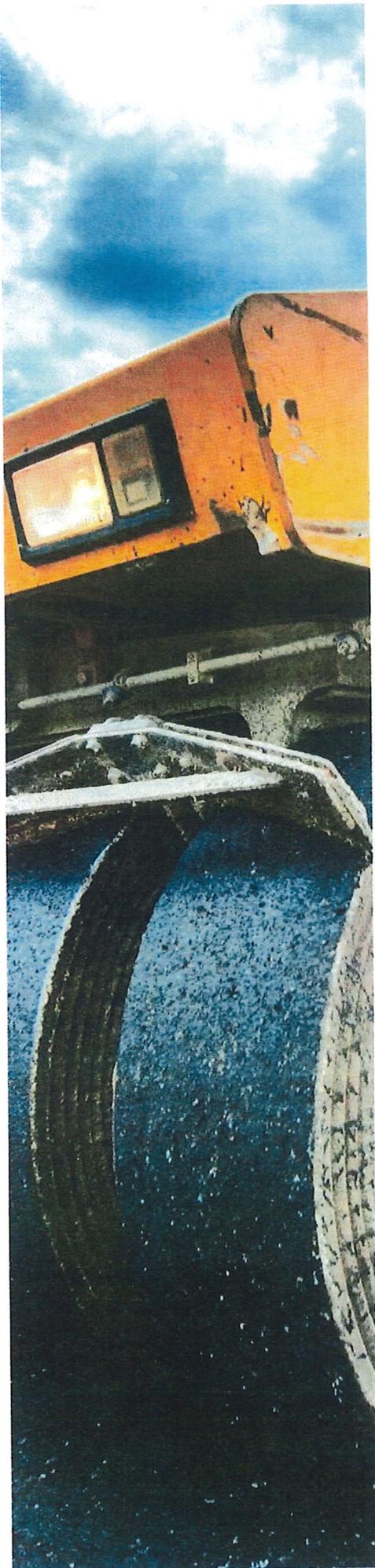
SOLICITATION NUMBER  
1920-12-002

Village of Palmetto Bay  
Attn: Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

PROPOSED BY



8(a), HUBZone, Small Business Enterprise



# TITLE PAGE



## OUR COMPANY

Founded in 2015, GC Works is a General Construction Company specializing in civil construction and specialty construction. We have experience in the public sector with a number of government agencies including, the National Park Service, U.S. Air Force, Federal Highway Administration, and the U.S. Coast Guard, among others.

## CONTACT INFORMATION

**CAGE Code:** 7KX34

**DUNS Number:** 080061327

**Certified General Contractor:**  
CGC062932

**Web Site:** <https://www.gcworksfl.com/>

8(a), HUBZone, Small Business  
Enterprise

## POINT OF CONTACT

**Lance Wayne, President**  
(305) 285-8303  
lance@gcworksfl.com

1830 SW 3<sup>rd</sup> Avenue  
Miami, Florida 33129

Person authorized to negotiate and sign:

**Lance Wayne**  
President  
Phone: 305.285.8303  
e-mail: lance@gcworksfl.com



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**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

**Introduction Letter**  
**With**  
**Contact Information**





## INTRODUCTION

### Experience

GC Works, Inc. is an established contractor that has been successfully serving the Federal Government with outstanding service. When we began, much of our work was limited to private clients with commercial buildings and restaurants. After a couple of years, we expanded our client base to include Federal, State, and Municipal Clients.

### Investing In People

Our growth over the years is something we are hugely proud of and it is largely due to the skill, dedication and work ethic of our fantastic people. GC Works has invested in people, acquiring and developing the very best experts in their related fields. Our Estimators, Project Managers, Site Supervisors and support staff are educated, easy to work with, and have experience with Department of Transportation, and Army Corps of Engineers among other agencies.

### Understanding Your Needs

With more than 17 years of construction experience, we have become accustomed to the needs and objectives of different government agencies. Often working on strict time schedules and fixed budgets, we provide a consistent and superior level of service for each and every project. Our goal is to have happy customers and repeat business.

### Working Hard for Success

GC Works collaborates with our clients, architects, engineers and trade partners to ensure a smooth and enjoyable project. Our team responds under pressure, is proactive, and meets the unique challenge each project provides.



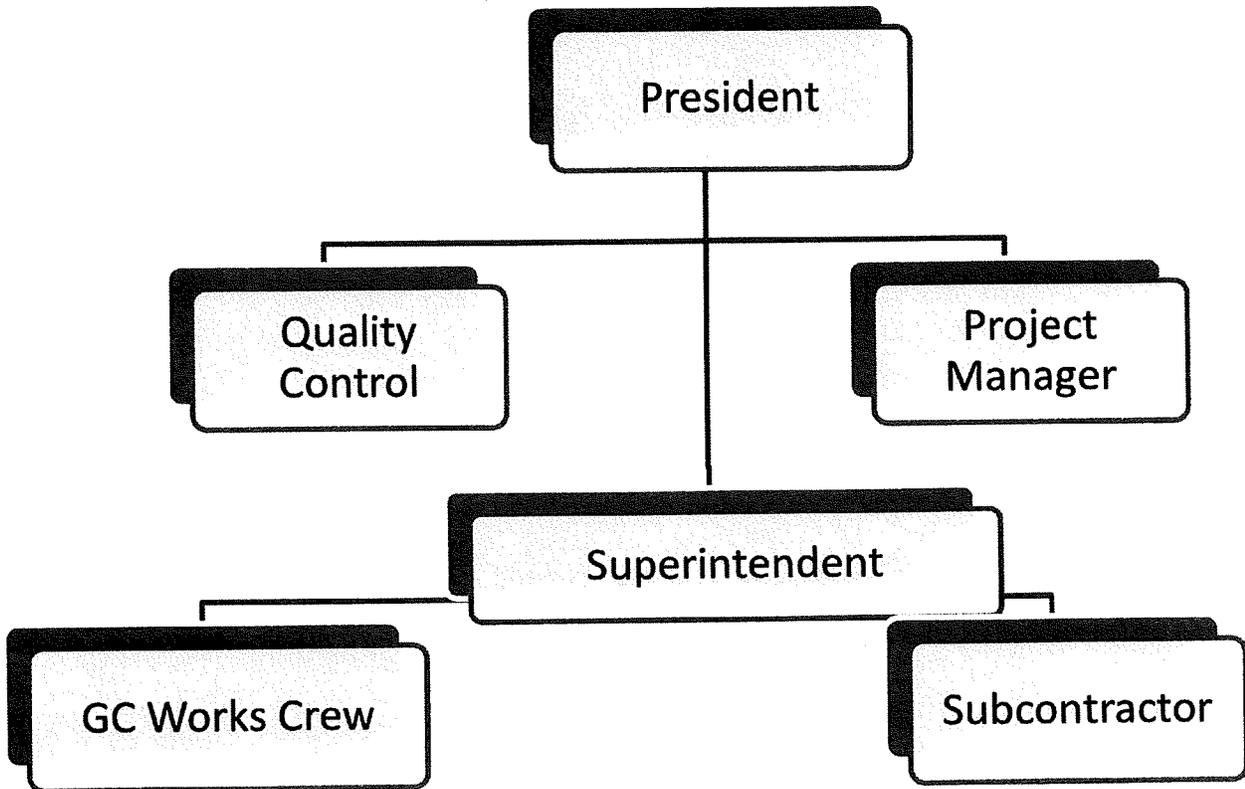
**Request for Proposal: FA282320R0008**

**Demo Indefinite Delivery  
Indefinite Quantity (IDIQ)**

## **TAB I- Lead Team Information**



## Organization Chart





**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

**TAB II – Proposal Form (Bid)**



**Village of Palmetto Bay**  
**Thalatta Park Pier**  
**Proposal Form**  
**RFP# 1920-12-002**

Item No.	Item	Quantity	Unit	Unit Cost	Cost
1	General Conditions including mobilization, bonds, insurance, etc.	1	LS	258,000.00	\$ 258,000.00 -
2	Demolition (including old boat ramp), clearing and grubbing, earthwork, fill.	1	LS	12,500.00	\$ 12,500.00 -
3	Environmental controls, dust control, mangrove and tree protection, permit compliance, turbidity barrier.	1	LS	10,700.00	\$ 10,700.00 -
4	12" Square Precast Concrete Piles	43	EA	12,500.00	\$ 537,500.00 -
5	Pile Cap Complete	25	CY	1,250.00	\$ 31,250.00 -
6	Precast Concrete Deck (Overlook area, 6" and 8" thick)	690	SF	45.00	\$ 31,050.00 -
7	Precast Concrete Deck (6' Wide, 6" thick)	740	SF	45.00	\$ 33,300.00 -
8	42" High Precast Concrete Balustrades	400	LF	45.00	\$ 18,000.00 -
9	6' Wide Approach Slab	1	EA	65,000.00	\$ 65,000.00 -
10	6' Wide Paved Area including concrete edge base, compaction, sand, etc.	360	SF	25.00	\$ 9,000.00 -
11	Rip-rap	74	CY	65.00	\$ 4,810.00 -
12	Filter fabric	1760	SF	3.50	\$ 6,160.00 -
13	Sod	1	LS	6,500.00	\$ 6,500.00 -
14	Solar Lights	30	EA	185.00	\$ 5,550.00 -
15	Navigation Lights Incl. All Ancillary Materials to Service Connection	4	EA	2,800.00	\$ 11,200.00 -
16	No Fishing Sign (F&I)	2	EA	250.00	\$ 500.00 -
17	Owner Allowance (Do not Bid)	1	LS	\$ 40,000.00	\$ 40,000.00
				<b>TOTAL:</b>	<b>\$ 1,081,020.00</b>



**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

**TAB III – W-9**



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>GC WORKS INC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) <b>1820 SW 3rd Ave</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Miami, FL 33129</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
6	1	-	1	7	7	3	5	6

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>2-10-2020</b>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

## **TAB IV – Trench Safety Acknowledgement**



**4.11 TRENCH SAFETY (Please Include this page as part of bid)**

Contractor acknowledges that included in the various items of the proposal and in the Total Proposed Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Contractor identifies the costs included in the Total Bid Price to be summarized below.

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A.</u>
B.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
C.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**



**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

## **TAB V- Addendum**

## **Acknowledgment**





---

**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of RFP# No.: 1920-12-002**

**Title of RFP: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction**

Name of Bidder GC Works Inc.  
1820 SW 3rd Ave, Miami FL 33129

Date Addendum Received 02/03/2020

Total Pages of Addendum including Acknowledgement 3

Signature

2.10.2020

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



**Acknowledgement of**

**Addendum of Solicitation**

Amendment/Modification No.: 2

Amendment of RFP# No.: 1920-12-002

Title of RFP: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction

Name of Bidder GC Works Inc.

1820 SW 3rd Ave, Miami FL 33129

Date Addendum Received 02/05/2020

Total Pages of Addendum including Acknowledgement 3

Signature

2.10.2020

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



**Request for Proposal: 1920-12-002**  
**Thalatta Park – Overlook Pier & Shore**  
**Stabilization Construction**

**TAB VI- Section 8.0**



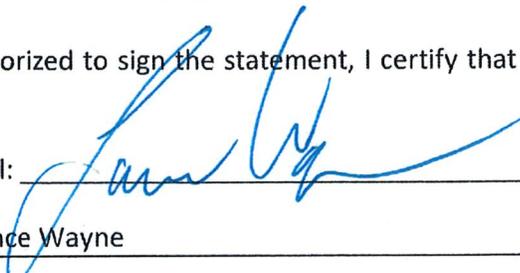
**SECTION 8.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official:  \_\_\_\_\_

Name (typed): Lance Wayne \_\_\_\_\_

Title: President \_\_\_\_\_

Company: GC Works Inc. \_\_\_\_\_

Date: 2.10.2020 \_\_\_\_\_

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>
TBD			



# VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: GC Works Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: Installation of an articulated block boat ramp and associated rip ramp. Demolition of existing block boat ramp and rip ramp structures.

Length of Contract: 4/10/2017 - 5/7/2017

Total No. of Full-time Employees: \_\_\_\_\_ Total No. of Part-time Employees: \_\_\_\_\_

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

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

They did a pretty good job. They were very corporative. There was some work that did not come out well but they redid the work without any problems.

\_\_\_\_\_

Name of Public Entity/Company: Everglades NP Name of Individual completing this form: Bill Shelley

Signature: *William H Shelley* Digitally signed by WILLIAM SHELLEY Date: 2020.02.10 16:04:18 -05'00' Title: Civil Engineer

Telephone: 305-242-7748 Email: william\_shelley@nps.gov

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: GC Works Inc.

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: Hurricane Irma Roof Repairs at the US Coast Guard Base Miami Beach, FL. Demolition of metal building, construction of metal building with bridge crane, replace 11,000 Sq.Ft. roof on other building.

Length of Contract: 2019-180 Days

Total No. of Full-time Employees: 1 Total No. of Part-time Employees: 1

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

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees? N/A Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

The site superintendent was very knowledgeable and concerned to follow drawings and specs.

\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: USCG Name of Individual completing this form: Leon LaPerle

Signature: LAPERLE.LEON.RENE. 1013768672  
Digitally signed by LAPERLE.LEON.RENE.1013768672 Date: 2020.02.10 16:30:20 -0500'

Title: COR

Telephone: 786-295-2673

Email: leonlaperle@bellsouth.net

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

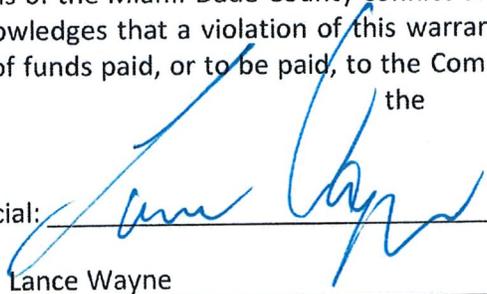
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official:  \_\_\_\_\_

Name (typed): Lance Wayne \_\_\_\_\_

Title: President \_\_\_\_\_

Company Name: GC Works Inc. \_\_\_\_\_

Date: 2.10.2020 \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

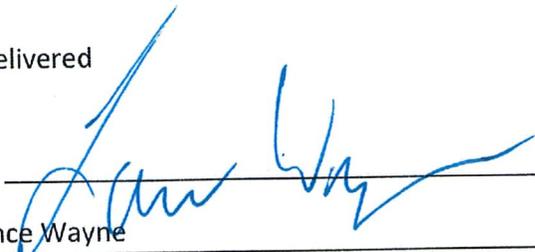
STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Lance Wayne being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: GC Works Inc. the Company that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2.10.2020

Continued on next page.

ACKNOWLEDGMENT

State of Florida

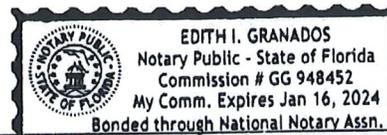
County of Miami - Dade

On this February, 10 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Lance Wayne 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

*Edith I. Granados*  
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 Lance Wayne

For GC Works Inc.

Whose business address is: 1820 SW 3rd Ave, Miami FL 33129

And (if applicable) its Federal Employer Identification Number (FEIN) is: 61-1773560

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_ )

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

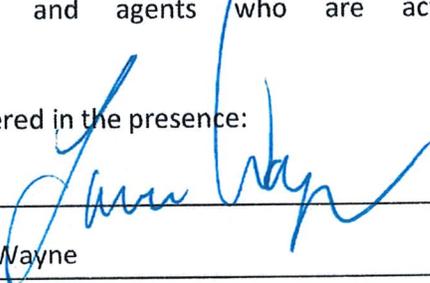
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

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

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2.10.2020

CONTINUED ON FOLLOWING PAGE

**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: Lance Wayne , *President*

*(print individual's name and title)*

for: GC Works Inc.

*(print name of entity submitting sworn statement)*

Whose 1820 SW 3rd Ave, Miami FL 33129 business address

and (if applicable) its Federal Employer Identification Number (FEIN) is: 61-1773560

*(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 Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: *Lance Wayne*

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2.10.2020

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

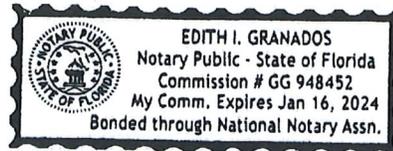
On this February 10 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Lance Wayne and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

*Edith I. Granados*

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**  
**(COMPANY / CONTRACTOR DISCLOSURE)**

Contractor or Company 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 board 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 Contractor or Company, 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 Company or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Company recognizes that with respect to this transaction or bid, if any Contractor or Company 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 Contractor or Company 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.

Accordingly, Contractor or Company completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Lance Wayne 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:

61-1773560

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

GC works Inc.

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

---

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

1820 SW 3rd Ave, Miami FL 33129

---

*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>
Lance Wayne	1820 SW 3rd Ave, Miami FL 33129	100 %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than sub-contractors, 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:

\_\_\_\_\_

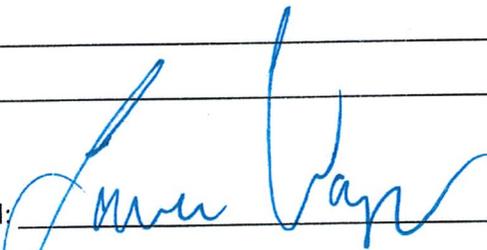
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Official: 

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2.10.2020

ACKNOWLEDGMENT

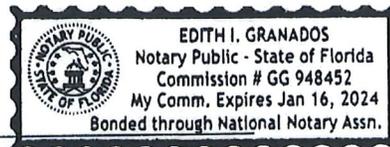
State of Florida

County of Miami-Dade

On this February 10 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Lance Wayne 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 *Edith I. Granados*  
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:

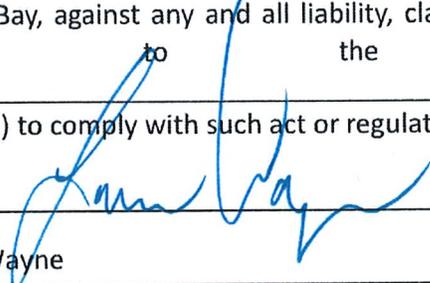
\_\_\_\_\_  
 (Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We GC Works Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, Thalatta Park - Overlook Pier & Shore RFP# 1920-12-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

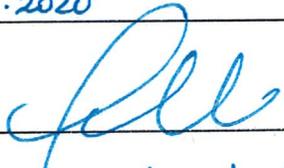
Signature of Official: 

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2-10-2020

Attest: 

Print Name: José M. Mendez

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

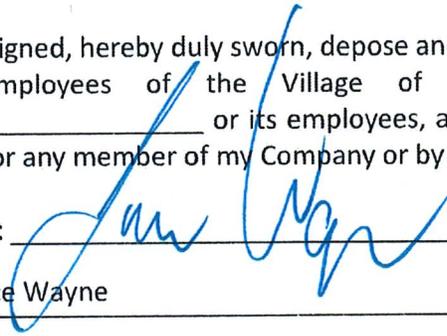
Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: 

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2-10-2020

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

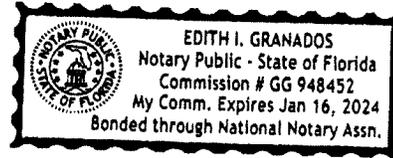
On this February 10 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Lance Wayne and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

  
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

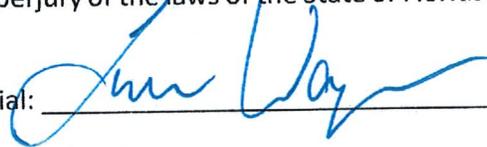
Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on February 10, 2020 at Miami-Dade County  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official:  \_\_\_\_\_

Name (typed): Lance Wayne

Title: President

Company Name: GC Works Inc.

Date: 2.10.2020



2781 S.W. 56<sup>th</sup> Avenue • Pembroke Park, Florida 33023  
 Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

February 11, 2020

**Village of Palmetto Bay**  
 9705 E. Hibiscus Street  
 Palmetto Bay, FL 33157

Re: RFP No. 1920-12-002 Thalatta Park- Overlook Pier and Shore Stabilization Construction

Shoreline Foundation, Inc. would like to take this opportunity to thank you for allowing us to provide you with our proposal for this project and to convey our sense of enthusiasm about working with you on this endeavor.

Our understanding of the project is the City wishes to add some new amenities to the existing park including a solar lit overlook pier with custom concrete balustrades, pavers and approach slab. As the contractor we would be responsible for:

- Demolition of the existing concrete boat ramp.
- Supply and installation of the 14" concrete pile for the overlook pier.
- Supply and installation of precast concrete deck panels, balustrades and columns.
- Supply and installation of Rip Rap Boulders, brick pavers and cast- in- place concrete approach slab.
- Coordination with the City, Engineer of Record, Building Department, Permitting Agencies throughout the construction of the project.
- Establishing a safe working area for the protection of the public as well as our staff.

We have thoroughly reviewed the contract drawings and conducted a field visit to familiarize ourselves with the existing conditions. We are in receipt of Addenda #1-2 and incorporated the information contain into our project approach and proposal. It is our intent to complete this project in the allotted contract length to the lines and grades depicted in the construction drawings and in accordance with State, Federal and local laws and standards as well as permit requirements.

Shoreline Foundation, Inc. is a premier Marine Contractor with offices throughout Florida, The Bahamas, and Caribbean. Shoreline Foundation, Inc. has built a steadfast reputation on delivering high-end projects that exceed the owner's expectations. We strive to incorporate local suppliers and labor forces on all our projects. We are fully outfitted with licensures in Florida, Georgia, Texas, Louisiana, Maine, New Hampshire, Nassau Bahamas, and The Turks and Caicos Islands.

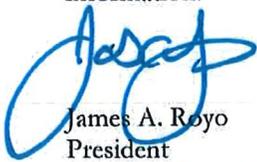
Shoreline Foundation, Inc. has one of the most extensive Insurance Policies in the Marine Construction Industry. Not only do we have a \$1M General Liability Policy, we also carry \$10M in Excess Liability and Longshoreman's Insurance.

All of the SFI Foreman and Supervisors are OSHA 10-hour certified and CPR Certified. These are our minimum requirements which are continually supplemented by a continuing education process as facilitated by our full-time corporate safety officer in coordination with our independent safety officer consultant. Safety is job one.

SFI expert crews have been installing concrete piling and constructing marine projects throughout Florida and the Caribbean for over 30 years. With an average tenure of over 15 years for our key field personnel there is little left to chance when it comes to on-site challenges. Our Full-time OSHA Safety Training Officer, Professional Engineers and Project Management Team are the best in the industry.

Subject: Thalatta Park Overlook Pier  
February 11, 2020  
Page 2 of 2

Thank you for your consideration and feel free to contact me or any of my team for assistance or additional information.



James A. Royo  
President  
Shoreline Foundation, Inc.  
[tony@shorelinefoundation.com](mailto:tony@shorelinefoundation.com)  
954.985.0460

---

2781 S.W. 56<sup>th</sup> Avenue • Pembroke Park, Florida 33023  
Phone: (954) 985-0460 • Fax: (954) 985-0462 • [www.shorelinefoundation.com](http://www.shorelinefoundation.com)

Members of:  
Deep Foundation Institute • Pile Drivers Contractors Association • CASF

**Village of Palmetto Bay  
Thalatta Park Pier  
Proposal Form  
RFP# 1920-12-002**

Item No.	Item	Quantity	Unit	Unit Cost	Cost
1	General Conditions including mobilization, bonds, insurance, etc.	1	LS	\$92,781.00	\$ 92,781.00 -
2	Demolition (including old boat ramp), clearing and grubbing, earthwork, fill.	1	LS	\$7,317.00	\$ 7,317.00 -
3	Environmental controls, dust control, mangrove and tree protection, permit compliance, turbidity barrier.	1	LS	\$17,101.00	\$ 17,101.00 -
4	12" Square Precast Concrete Piles	43	EA	\$1,906.00	\$ 81,958.00 -
5	Pile Cap Complete	25	CY	\$2,075.00	\$ 51,875.00 -
6	Precast Concrete Deck (Overlook area, 6" and 8" thick)	690	SF	\$32.00	\$ 22,080.00 -
7	Precast Concrete Deck (6' Wide, 6" thick)	740	SF	\$32.50	\$ 24,050.00 -
8	42" High Precast Concrete Balustrades	400	LF	\$473.00	\$189,200.00 -
9	6' Wide Approach Slab	1	EA	\$15,745.00	\$ 15,745.00 -
10	6' Wide Paved Area including concrete edge base, compaction, sand, etc.	360	SF	\$19.30	\$ 6,948.00 -
11	Rip-rap	74	CY	\$185.00	\$ 13,690.00 -
12	Filter fabric	1760	SF	\$0.65	\$ 1,144.00 -
13	Sod	1	LS	\$12,985.00	\$ 12,985.00 -
14	Solar Lights	30	EA	\$589.00	\$ 17,670.00 -
15	Navigation Lights Incl. All Ancillary Materials to Service Connection	4	EA	\$589.00	\$ 2,356.00 -
16	No Fishing Sign (F&I)	2	EA	\$378.00	\$ 756.00 -
17	Owner Allowance (Do not Bid)	1	LS	\$ 40,000.00	\$ 40,000.00
				<b>TOTAL:</b>	<b>\$597,656.00</b>

**4.11 TRENCH SAFETY (Please Include this page as part of bid)**

Contractor acknowledges that included in the various items of the proposal and in the Total Proposed Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Contractor identifies the costs included in the Total Bid Price to be summarized below.

<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A. <u>Barricades</u>	<u>LS</u>	<u>1</u>	<u>\$750.00</u>	<u>\$750.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

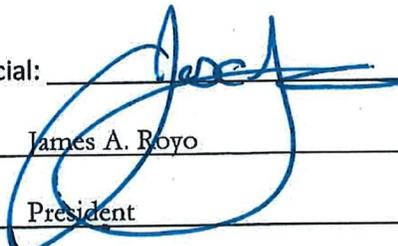
**SECTION 8.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: 

Name (typed): James A. Royo

Title: President

Company: Shoreline Foundation, Inc.

Date: 2/10/20

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
TBD			

**REFERENCES**

Each proposal must be accompanied by a list of at *three (3)* references, which shall include all the information requested below:

\*Please see attached "Exhibit C"



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: Shoreline Foundation, Inc.

\*Marathon Dingy Docks

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: The project consisted of building a new wood landing on the end of the City marina seawall on four wood piles, installation 22 additional new wood piling for the floating docks.

Length of Contract: 08/09/19 - 12/06/19

Total No. of Full-time Employees: \_\_\_\_\_ Total No. of Part-time Employees: \_\_\_\_\_

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

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

Shoreline performed the work within the contract time and budget. We had no issues on this project and have no hesitation using them again.

\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: City of Marathon Name of Individual completing this form: Carlos A. Solis, P.E.

Signature: Carlos A. Solis, P.E.

Digitally signed by Carlos A. Solis, P.E. DN: cn=Carlos A. Solis, P.E., o=City of Marathon, ou=City of Marathon, email=csolis@ci.marathon.fl.us, c=US

Title: Dir of Public Works & engineering

Telephone: 305-481-0451

Email: solisc@ci.marathon.fl.us

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: Shoreline Foundation, Inc.

\*Florida Keys Overseas Heritage Trail - Knight's Key Pedestrian Underpass

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: Provided labor, materials, equipment and supervision to construct two extensive ADA walkways removed and replaced a portion of the existing sheet piling seawalls along with construction two timber picnic pavilions.

Length of Contract: 07/05/16 - 05/02/18.

Total No. of Full-time Employees: \_\_\_\_\_ Total No. of Part-time Employees: \_\_\_\_\_

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

Were the services provided to acceptable quality standards:  Yes \_\_\_ No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes \_\_\_ No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes \_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: FDEP Name of Individual completing this form: James Post  
Signature: [Signature] Title: Project Manager  
Telephone: 305-717-8029 Email: jpost58@gmail.com

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

Sincerely,  
  
Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM

Solicitation Information: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction  
Request for Proposals No. 1920-12-002

Name of Proposer: Shoreline Foundation, Inc.

\*Catherine Street Bulkhead Repairs

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

**Contracted Services Information:**

Scope of Work: Removal and Replacement of the Catherine Street Bulkhead

Length of Contract: 11/14/16 - 12/21/17

Total No. of Full-time Employees: 3 - 4 Total No. of Part-time Employees: Unknown

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

Were the services provided to acceptable quality standards:  Yes  No

Was the vendor responsive to your requests and the requests and inquiries of your employees?  Yes  No

Did the vendor keep you fully informed of any updates and/or concerns related to the contract services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

C&ES Consultants, Inc. provided construction inspection services for the City of Jacksonville.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: C&ES Consultants Name of Individual completing this form: Stephen Manis, P.E.

Signature:  Title: Senior Project Manager

Telephone: 904.652.1186 Email: smanis@candesconsults.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

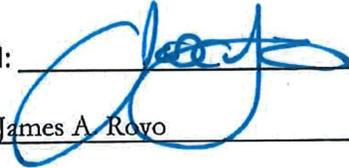
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official:  \_\_\_\_\_

Name (typed): James A. Rovo \_\_\_\_\_

Title: President \_\_\_\_\_

Company Name: Shoreline Foundation, Inc. \_\_\_\_\_

Date: 2/10/20 \_\_\_\_\_

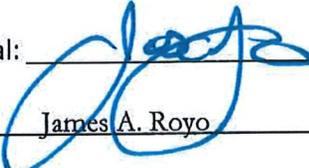
**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }        SS:

James A. Royo being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
Shoreline Foundation, Inc. the Company that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 10<sup>th</sup> day of FEBRUARY, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared JAMES A. ROYO 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

Yolanda Hannasch  
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:

N/A

(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 James Royo, President

For Shoreline Foundation, Inc.

Whose business address is: 2781 SW 56th Avenue, Pembroke Park, FL 33023

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2695595

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

\*Please see attached "Exhibit D"

Signed, sealed and delivered in the presence:

Signature of Official:

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 10<sup>th</sup> day of February, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared James A. Coyo 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  
Yolanda Hannasch  
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:

N/A

(Type of Identification Produced)

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

**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:

James A. Royo, President

*(print individual's name and title)*

for:

Shoreline Foundation, Inc.

*(print name of entity submitting sworn statement)*

Whose business address  
is: 2781 SW 56th Avenue, Pembroke Park, FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-2695595

*(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 Company, 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, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: [Handwritten Signature]

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

**ACKNOWLEDGMENT**

State of Florida

County of Broward

On this 10<sup>th</sup> day of FEBRUARY, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared James A. Royo 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  
Yolanda Hannasch  
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**  
**(COMPANY / CONTRACTOR DISCLOSURE)**

Contractor or Company 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 board 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 Contractor or Company, 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 Company or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Contractor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Contractor or Company recognizes that with respect to this transaction or bid, if any Contractor or Company 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 Contractor or Company 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.

Accordingly, Contractor or Company completes and executes the Business Entity Affidavit form below. The terms "Contractor" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, James A. Royo 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:

Shoreline Foundation, Inc.

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

59-2695595

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

Corporation

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

2781 SW 56th Avenue, Pembroke Park, FL 33023

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
James A. Royo, President	2781 SW 56th Ave. Pembroke Park, FL	33.3 %
Barry S. Reed, V.P./ Secretary	2781 SW 56th Ave. Pembroke Park, FL	33.3 %
John R. McGee, V.P./Treasurer	2781 SW 56th Ave. Pembroke Park, FL	33.3 %

- 2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

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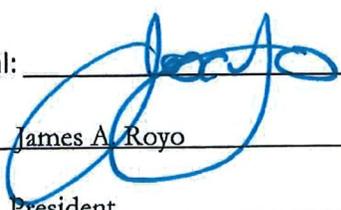
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Signature of Official: 

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 10<sup>th</sup> day of February, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared James A. Loyo 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  
Yolanda Hannasch  
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:

n/a

(Type of Identification Produced)

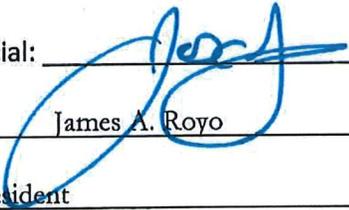
- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Shoreline Foundation, Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Thalatta Park - Overlook Pier & Shore Stabilization RFP# 1920-12-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: 

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

Attest: 

Print Name: Jessica Welch

Attest: 

Print Name: Taylor Kushmer

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_  
*(Handwritten signature in blue ink)*

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

**ACKNOWLEDGMENT**

State of Florida

County of Broward

On this 10<sup>th</sup> day of FEBRUARY, 2020 before me, the undersigned Notary Public of the State of Florida personally appeared James A. Royo 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

*(Handwritten signature in blue ink)*  
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

NOTARY PUBLIC  
SEAL OF OFFICE:



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

- Personally known to me, or
- Produced identification:

w/a

\_\_\_\_\_  
(Type of Identification Produced)

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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

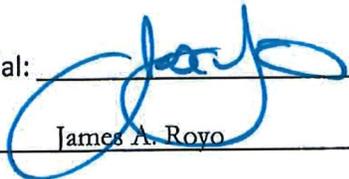
The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Shoreline Foundation, Inc. has voluntarily agreed not to bid of perform work for F.D.O.T until  
June 1, 2020. Please refer to "Exhibit D"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on February 10, 2020 at 4pm  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): James A. Royo

Title: President

Company Name: Shoreline Foundation, Inc.

Date: 2/10/20

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

**Name (as shown on your income tax return)**  
 Shoreline Foundation, Inc.

**Business name/disregarded entity name, if different from above**

**Check appropriate box for federal tax classification:**  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

**Exemptions (see instructions):**  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

**Address (number, street, and apt. or suite no.)**  
 2781 SW 56th Avenue

**City, state, and ZIP code**  
 Pembroke Park, FL 33023

**List account number(s) here (optional)**

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**Employer identification number**

5	9	-	2	6	9	5	5	9	5
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 2/10/20

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**Exhibit “A”**

**Addendums**



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January 29, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Proposal RFP# 1920-12-002  
Thalatta Park – Overlook Pier & Shore Stabilization Construction

**ADDENDUM NO. 1**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated February 11<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on January 23<sup>rd</sup>, 2020**

The meeting started at 10:07am in the chambers of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Sean Compel, Stantec (Engineer) and Litsy C. Pittser, Procurement Specialist. The Procurement Specialist went through the schedule of events and answered questions relating to the preparation of the bid, after that the meeting was open to ask technical questions specifically related to the scope of services.

**Question: If the project will be sometime in late 2020 or 2021, we will have an issue in obtaining the bid bonds requested, since this project will be well over 1 year.**

**Village-Answer: After consulting with our Village Attorney, there will be NO need for a bid security bond for this project.**

**Technical Questions Addressed to the Engineer**

- Can the test piles be used as a production pile? Yes, however, should the test pile fail or be damaged, it will be the contractor's responsibility to completely resolve the issue
- Will there be a special inspector on the project? Yes, Stantec will serve as special inspector for pile driving activities. Contractor will be responsible for providing all pile logs and all material testing.
- Location of the electrical room shall be confirmed by the bidders via a site visit.
- Is cast-in-place decking an option? Yes cast in place decking instead of precast is an acceptable alternate.
- Shop drawings will be required for all materials to be used on the project. Signed and sealed engineered shop drawings are required for the precast concrete balustrades.

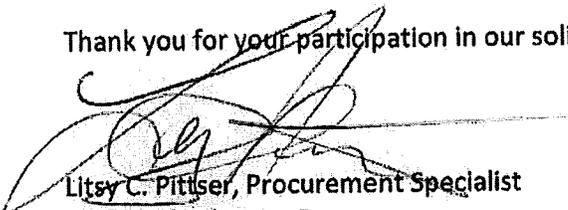
- As noted on plan sheets C-002, C-100, C-101, C-102, C-103, and C-200, elevations shown reference NAVD 88.
- Per the pile notes on plan sheet C-201, existing limestone layer will require pre-auguring. Punching in lieu of pre-auguring will be done solely at the contractor's risk.
- Concerns were expressed regarding staging and location of the barge during construction. Upland staging can take place between the existing pathway and the mean high water line. All areas will need to be restored to its original condition. Per the DERM permit, Attachment "A" indicates the areas where mooring is prohibited. Mooring can only take place within the footprint of the proposed pier or north of the Mooring Prohibited Area. Should the contractor choose to moor north of the Prohibited Area, approval shall be obtained from SFWMD. Exact means and methods are the contractor's responsibility to include in their scope and bid.

**Village Statement:**

*The Engineer has provided on a separate .pdf the DERM Permit for this project. This .pdf will be included with this Addendum 1.*

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

Thank you for your participation in our solicitation process.



Litsy C. Pittiser, Procurement Specialist  
Village of Palmetto Bay



---

**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of RFP# No.: 1920-12-002**

**Title of RFP: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction**

Name of Bidder Shoreline Foundation, Inc.

Date Addendum Received 1/31/20

Total Pages of Addendum including Acknowledgement 3

Signature

A handwritten signature in blue ink, appearing to be "J. A. J.", is written over a horizontal line.

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



---

February 4, 2020

**To:** All Interested Parties

**From:** Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

**Re:** Request for Proposal RFP# 1920-12-002  
Thalatta Park – Overlook Pier & Shore Stabilization Construction

**ADDENDUM NO. 2**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated February 11<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Jessica Welch, Shoreline Foundation, Inc.**

**Question:** I just wanted to verify what is the contract length or duration of this project?

**Village-Answer:** *The Village projects this project to begin early 2021 and will run until construction has been completed.*

**Genesis Cruz, Stonehenge Construction, LLC.**

**Question:** Please provide the budget for this project.

**Village-Answer:** *The Village is applying for a 1-million-dollar grant to cover this project.*

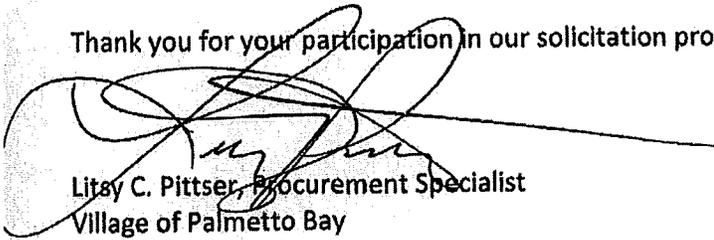
**Engineer-Statement:**

- *After speaking with DERM, it is confirmed that the mooring restriction is only for boaters after the pier is built it does not exclude work barges during construction.*

**Village-Announcement:** *The last day to submit your questions is tomorrow, February 5<sup>th</sup>, 2020. If questions are submitted, the last Addendum will be issued on Monday, February 10<sup>th</sup>, 2020.*

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

Thank you for your participation in our solicitation process.

A handwritten signature in black ink, appearing to read "Litsy C. Pittser", is written over a horizontal line. The signature is fluid and cursive.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 2**

**Amendment of RFP# No.: 1920-12-002**

**Title of RFP: Thalatta Park – Overlook Pier & Shoreline Stabilization Construction**

Name of Bidder Shoreline Foundation, Inc.

Date Addendum Received 2/4/20

Total Pages of Addendum including Acknowledgement 3

Signature

A handwritten signature in blue ink, appearing to be "J. J. J.", is written over a horizontal line.

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

# **Exhibit “B”**

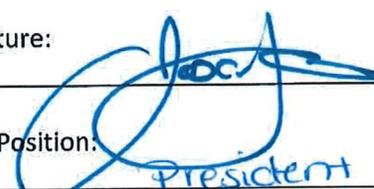
## **Bid Bond**

**BID SECURITY FORM**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Amount Bid Dollars (\$---5%---), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the construction of an **Thalatta Park – Overlook Pier & Shore Stabilization Construction** (RFP No. 1920-12-002).

Company: Shoreline Foundation, Inc.

Name: James A. Royo

Signature: 

Title/Position: President

**TO THE VILLAGE OF PALMETTO BAY:**

That we, Shoreline Foundation, Inc., as Principal, and NGM Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of Five Percent of Amount Bid 5% 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).

Continued on next page

SIGNED, SEALED AND DATED THIS 11th DAY OF February, 2020.

Federal Tax I.D.# 59-21095595

CONTRACTOR License I.D.#: CFC #1517337

Principal Shoreline Foundation, Inc. Surety NGM Insurance Company

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Shoreline Foundation, Inc. \_\_\_\_\_ (hereinafter called the Principal), and NGM Insurance Company \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida 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 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 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")**  
**Thalatta Park – Overlook Pier & Shore Stabilization Construction**

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Contractor'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 Request for Proposal 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 Request for Proposal 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 Shoreline Foundation, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said NGM Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-fact \_\_\_\_\_, under its corporate seal, this 11th day of February, and attested by its Secretary \_\_\_\_\_, A.D., 20<sup>20</sup>.

ATTEST:

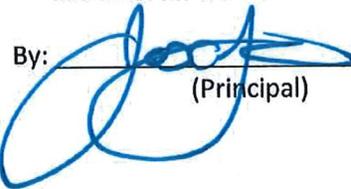


Barry S. Reed, V.P.

ATTEST:

Please see power of attorney attached

Shoreline Foundation, Inc.

By:  (Title) President  
(Principal)

NGM Insurance Company

By:  (Surety) Attorney-in-Fact  
Charles J. Nielson, 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).



NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Jarrett Merlucci, Charles David Nielson, Joseph Penichet, David Russell Hoover, Charles Jackson Nielson, Ian A Nipper** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 26th day of September, 2019.

NGM INSURANCE COMPANY By:

Bruce R Fox  
Senior Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this September 26, 2019, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 26th day of September, 2019.



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 11th day of February, 2020.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



# **Exhibit “C”**

## **Past Experiences & References**



## PAST AND TECHNICAL RELEVANT BUILDING EXPERIENCE

### **Project: Marathon Dingy Docks**

#### **Location:**

800 35<sup>th</sup> Street Ocean  
Marathon, FL 33050

#### **Owners Representative:**

City of Marathon  
Engineering Department  
9805 Overseas Highway  
Marathon, FL 33050  
Carlos Solis  
305.289.5008  
[solisc@ci.marathon.fl.us](mailto:solisc@ci.marathon.fl.us)

#### **Construction Dates:**

Start: 08/09/2019  
Finish: 12/06/2019

#### **Construction cost:**

\$413,307.00

#### **Project Status:**

Completed

#### **SFI Project Manager:**

Kevin Land

#### **SFI Project Superintendent:**

Darrin Miller

#### **Relevance/Scope of Work:**

The project consisted of building a new wood landing on the end of the City marina seawall on four wood piles, installing 22 additional new wood piling for the floating docks, the installation of approximately 440lf of new floating dingy docks and installation of a new gangway between new wood landing and floating docks.





## Project: Florida Keys Overseas Heritage Trail – Knight’s Key Pedestrian Underpass

### Location:

Knights Key  
Marathon, FL 33050

### Owners Representative:

Jim Post  
Florida DEP  
3900 Commonwealth Boulevard, MS #520  
Tallahassee, FL 32399  
Cell: (305) 717-8029  
Office: (305) 853-3571  
[james.post@dep.state.fl.us](mailto:james.post@dep.state.fl.us)

### Construction Dates:

START: 07/05/2016  
FINISH: 05/02/2018

### Construction cost:

\$1,900,993.01

### Change Orders:

10 Totaling \$240,773.00

### Project Status:

Completed

### SFI Project Manager:

Kevin Land

### SFI Project Superintendent:

Darrin Miller

### Relevance/Scope of Work:

Florida DEP Contract # CN313. Provide the necessary labor, materials, equipment, and supervision to construct two (2) extensive ADA walkways, remove and replace a portion of the existing sheet piling seawall, construct two (2) Timber picnic pavilions, provide a finish paver walkway finish leading to the Seven Mile Bridge entrance, and provide final landscaping of rock, sod, and slope stabilization mat materials for the Knight’s Key Pedestrian Trail.





## Project: Catherine Street Bulkhead Repairs

### Location:

500 East Bay Street  
Jacksonville, FL 32202

### Owners Representative:

Steven V. Manis, P.E.  
Construction & Engineering Services  
9432 Baymeadows Road, Ste. 100  
Jacksonville, FL 32256  
(904) 652-1186 / (904) 635-6390  
Fax: (904) 652-1191  
[smanis@candesconsults.com](mailto:smanis@candesconsults.com)

### Construction Dates:

START: 11/14/16  
FINISH: 12/21/17

### Construction cost:

\$1,278,952.96

### Change Orders:

Yes + \$189,122.96

### Project Status:

Completed

### SFI Project Manager:

Jawaid Karamat

### SFI Project Superintendent:

Pasqual Rocha

### Relevance/Scope of Work:

Engineer on record was Landmark Engineering. The work includes the removal and replacement of the Catherine Street Bulkhead. The project tasks include demolition of the existing upland pavers, lighting, railing, concrete cap, sheet piles and H piles. The new seawall was constructed with new sheet piles and H piles, which was topped with a large sloping concrete cap, and finished with light poles and railing. The upland areas were finished with compacted backfill and topped with a detailed paver walkway.



# **Exhibit “D”**

## **SFI Public Entity Letter of Explanation**



2781 S.W. 56<sup>th</sup> Avenue • Pembroke Park, Florida 33023  
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

**Bid Name:** Thalatta Park - Overlook Pier & Shore Stabilization Construction

**Bid No.** RFP# 1920-12-002

**Re:** Public Entity explanation:

Dear Village of Palmetto Bay,

As noted in the bid documents, Shoreline Foundation, Inc. voluntarily took a plea to submitting a false, fictitious, or fraudulent claim, in violation of Title 18, United States Code, Section 287. Just to give you a brief background, this matter relates to the USCG Range Marker Project that SFI “**successfully**” completed in June of 2015. The issue that arose after the successful completion of the project was that some of the coral relocation and marine survey work was not performed or was not performed in accordance with the project specifications. Although SFI retained and paid for the services of an outside professional bethnic firm to address this specific area of work, unbeknownst to Shoreline, not all of the required work was performed by the subcontractor and as a result a portion of the subcontractor’s unperformed work was in fact billed to the USCG. The unperformed subcontractor work was valued at approximately \$30,000.00 which was only 1% of the total contract value of \$2,864,454.00.

Due to the fact that SFI understood that it was ultimately responsible for the actions of its employees, as well as its subcontractors, SFI determined that it was in the Shoreline’s best interest to resolve the matter as quickly and amicably as possible. In doing so and as part of the agreement with the Government, the Government went as far as to include the following language in the final documents; *“To the extent that DHS considers debarment or suspension of the defendant for the acts giving rise to this offense, this Office shall recommend that the defendant be neither debarred or suspended”*. Since the time above mentioned incident was resolved, Shoreline has had reviews with both FDOT and the Department of Management Services and based upon these reviews Shoreline has not been debarred by either agency.

In closing it should also be noted that Shoreline Foundation, Inc. has been in business since 1986 and this is the first and only incident that Shoreline has ever had to respond to. Shoreline has

always been and will continue to be a responsible contractor that provides a cost effective and superior product to its clients.

Thank you for your time and attention to this matter and please feel to contact my office if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James A. Royo', with a large, stylized flourish at the end.

James A. Royo  
President of Shoreline Foundation, Inc.

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

**CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)**

**Construction**

**Name/Address of Contractor:**

Company Name: SHORELINE FOUNDATION, INC.

Division Name:

Street Address: 2781 SW 56TH AVE

City: HOLLYWOOD

State/Province: FL Zip Code: 330234166

Country: USA

CAGE Code:

DUNS Number: 154650147

PSC: Z2PZ NAICS Code: 237990

Evaluation Type: Interim

Contract Percent Complete: 100

Period of Performance Being Assessed: 07/24/2013 - 08/25/2015

Contract Number: HSCG8213CPACP03 Business Sector & Sub-Sector: Construction

Contracting Office: 00082 Contracting Officer: ODALYS MCGEE Phone Number: 305-278-6727

**Location of Work:**

Miami, FL (Offshore Aid to Navigation structures, 2 pair)

Award Date: 07/24/2013 Effective Date:

Completion Date: 02/21/2015 Estimated/Actual Completion Date: 08/25/2015

Total Dollar Value: \$2,930,700 Current Contract Dollar Value: \$2,930,700

Complexity: Medium Termination Type: None

Competition Type: Full and Open Competition after Exclusion of Sources Contract Type: Firm Fixed Price

**Key Subcontractors and Effort Performed:**

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number:

Project Title:

Aid to Navigation Unit Ft. Lauderdale  
REPLACEMENT OF THE MIAMI MAIN CHANNEL ENTRANCES RANGES

**Contract Effort Description:**

The work includes the construction of two (02) replacement range towers for navigation of the Government Cut Channel. Work shall include the complete construction and installation of the new Government Cut Front and Government Cut Rear range structures including all appurtenances as shown on the contract drawings.

The demolition of two (02) existing range towers referred to as the Existing Government Cut Front Range and Existing Government Cut Rear Range.

The work includes the construction of two (02) replacement range towers for navigation of the Miami Main Channel. Work shall include the  
FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503  
 complete construction and installation of the Miami Main Front and Miami Main  
 Rear range structures including all appurtenances as shown on the contract  
 drawings.

The work includes the demolition of four (04) existing range  
 towers referred to as the Existing Miami Main Front Range, Existing Miami  
 Main Rear Range, Existing Miami Main Temporary Front Range and Existing Miami  
 Main Temporary Rear Range.

**Small Business Subcontracting:**

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Exceptional
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

**Variance (Contract to Date):**

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

**Assessing Official Comments:**

**QUALITY:** The quality of the offshore construction was high. The independent A/E firm that designed and inspected the project was impressed with the work. Only a small punchlist of items remaining once the contractor approached 100% complete.

**SCHEDULE:** The contractor kept on schedule and worked continuously as much as the weather would allow. Weather (sea state) was the major factor in the contractor not wanting to/not able to complete the work on-site safely. When good weather existed, the contractor was on-site completing as much work as possible.

**COST CONTROL:** The contractor worked side by side with the government to keep the change orders to a minimum and only for actual needs.

**MANAGEMENT:** Contactor communicated very well with the government. Conference calls generally resolved any issues that came up. The contractor kept submittals and other documents in-line.

ADDITIONAL/OTHER: n/a

**RECOMMENDATION:**

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

**Name and Title of Assessing Official:**

Name: ADA HOGGARD

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Title: Contract Specialist  
Organization: DHS CEU Miami  
Phone Number: 3052786724 Email Address: ada.m.hoggard@uscg.mil  
Date: 09/29/2015

**Contractor Comments:**

ADDITIONAL/OTHER: Contractor agrees with the ratings assigned.

CONCURRENCE: I concur with this evaluation.

**Name and Title of Contractor Representative:**

Name: TOM PEARSE  
Title: Chief Estimator  
Phone Number: 9549850460 Email Address: tpearse@shorelinefoundation.com  
Date: 09/30/2015

**Review by Reviewing Official:**

Review by Reviewing Official not required.

**Name and Title of Reviewing Official:**

Name:  
Title:  
Organization:  
Phone Number: Email Address:  
Date:

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# **Exhibit “E”**

## **Resumes of Key Personnel**

# James (Tony) A. Royo

9/15/58

## President / Co-Founder / Partner

### Overview:

A Senior-level Business Management Executive, James (Tony) Royo has more than 35 years of diverse experience and proven record of developing business growth programs and implementing directives achieving strong, sustainable results. As one of the Founding Partners, Mr. Royo has served as President of Shoreline Foundation, Inc. since its inception in 1986 and has led the company to becoming highly-successful.

With overall responsibility for corporate reputation, his extensive experience includes finance, property and job procurement, workers compensation and liability insurance, project bidding, legal matters, bonding, licenses, and foreign marketing. Mr. Royo oversees all operational aspects of Shoreline Foundation, Inc. in order to insure the company's success and profitability. He is accountable for providing strategic direction for the organization, coordinating the day-to-day development and investment activities of the firm, and ensuring company objectives are consistently achieved.

Mr. Royo is also responsible for coordinating and overseeing growth opportunities for Shoreline outside the United States, and for targeting new businesses, growing and increasing penetration of existing businesses, and leading the development of business and operations in emerging markets. Tony is at the forefront of identifying foreign market opportunities and understanding the complexities affiliated with these new ventures.

Tony serves as the company's chief strategist, responsible for leading Shoreline's strategic management processes and development activities as well as managing the company's relationship with alliance partners.

### Areas of Expertise:

- |  |  |
|--|--|
| <input type="checkbox"/> Financial Capital/Investment Solutions    | <input type="checkbox"/> Strategic Leadership & Execution      |
| <input type="checkbox"/> Market/Industry Trends                    | <input type="checkbox"/> Foreign Marketing                     |
| <input type="checkbox"/> Budget/Finance/Administration             | <input type="checkbox"/> Key Partnerships & Alliances          |
| <input type="checkbox"/> Organizational Development                | <input type="checkbox"/> Licenses, Insurance & Legal Matters   |
| <input type="checkbox"/> Risk Assessment/Management                | <input type="checkbox"/> Project Administration/Implementation |
| <input type="checkbox"/> Multi-Million Dollar Contract Negotiation | <input type="checkbox"/> Business Plans and Due Diligence      |

### Qualifications Summary:

- **Successful strategist, architect and engineer on all business matters** with the ability to develop inventive, cutting-edge marketing and financial strategies, which consistently deliver return on investment for the firm.
- **Well-developed client relationship skills.** Developed vital network of business contacts and formulated relationships with key centers of influence and individuals in corporations, as well as, financial and investment institutions. Instrumental in the acquisition and retention of key clients and new business.
- **Strategic thinker and visionary leader** experienced developing and executing short- and long-term tactical financial plans, and managing project implementations for aggressive growth. *Experienced in environments of rapid expansion, reorganization, and operational challenges.*
- **Consistent ability to positively impact the bottom line** through effective development of financial models, budget management and establishing profitable business units. *Ethical, committed professional* capable of upholding the highest standards of compliance.

**James (Tony) A. Royo**

**Page Two**

**President / Co-Founder / Partner**

**Educational Background:**

Studies in Marine Biology

**Former Employment:**

Tony worked for Miami Marine Contractors as a Project Manager and Carpenter.

**Certificates:**

Certificate of Competency in Marine Construction, Structural Engineering, General Builder, and Pile Driving in Dade, Broward, Monroe, Palm Beach, Collier and Indian River counties in Florida.

State of Florida	General Contractors License #CGC1517337
Broward County	Certificate of Competency #88-1022
Broward County	Occupational License Tax #188-0000564
City of Key West	Occupational License #99-04139
City of Key West	Certificate of Competency #763
Collier County	Occupational License Tax #914035/02101201
Collier County	Contractor Licensing #11879
Indian River County	Competency Card #8111
Metropolitan Dade County	Certificate of Competency #E1922
Miami-Dade County	Municipal Contractors Occupational License #30-1649368
Monroe County	Certificate of Competency #Eng. II 238B
Palm Beach County	Certificate of Competency #U-16S7S
Town of Pembroke Park	Occupational License #7990

**Barry S. Reed**

3/15/61

**Vice President / Co-Founder / Partner**

**Overview:**

Barry is a highly experienced Marine Construction Operations and Project Management Executive with demonstrated strengths in large scale, high-end and fast-track multi-million dollar projects. He is an extremely hands on partner and directly accessible to clients with a proven ability to continuously deliver results. His technical expertise is in deep foundation pile shoring design as well as strong capabilities in underground shoring. He is very versatile in design/build of marinas with excavation expertise.

Mr. Reed is responsible for planning, directing, and coordinating all project-related field activities. He is accountable for the entire construction process including full P&L responsibilities. He provides management, coordination and oversight in all aspects of project delivery systems including budgeting, estimating, constructability, scheduling and phasing, regulatory authorities, purchasing, and quality control. He provides direct supervision of Project Managers, staff, and subcontractors

Barry consistently provides superior decision-making for a wide range of experience on large-scale projects, as well as brings a vast array of knowledge to any project that starts from project feasibility on through site planning, design, budgeting, value engineering, scheduling, material and sub-contractor buy-outs, negotiating, change orders, and claim resolution to end user occupancy.

**Areas of Expertise:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Construction Operations/Production | <input type="checkbox"/> Multiple Site Project Management | <input type="checkbox"/> Strategic Planning/Budgeting |
| <input type="checkbox"/> Contract Administration            | <input type="checkbox"/> Cost Control Measures            | <input type="checkbox"/> Bidding and Estimating       |
| <input type="checkbox"/> Scheduling and Phasing             | <input type="checkbox"/> OSHA Compliance/Safety           | <input type="checkbox"/> Quality Control Initiatives  |
| <input type="checkbox"/> Purchasing/Procurement/Logistics   | <input type="checkbox"/> Plan Review/Change Management    | <input type="checkbox"/> Regulatory Authorities       |
| <input type="checkbox"/> Subcontractor Relations/Management | <input type="checkbox"/> Equipment Maintenance            | <input type="checkbox"/> Closeouts and Finishes       |

**Qualifications Summary:**

- *Noted for exercising excellent judgment* in overall integration and coordination of various trades into the complete project. Involved in complete project life cycle from estimating and bidding to following each trade to award.
- *Excellent interpersonal and communication skills* resulting in effective relationships with owners representatives, architects, engineers, subcontractors, vendors and clients on a professional level and project associates at all levels.
- *Outstanding record* of meeting budgetary, schedule and performance requirements. Highly involved with and committed to superior quality control, and ensuring client expectations are met/exceeded. Impeccable work ethic, meticulous attention to detail, and exceptionally driven to exceed expectations.

**Barry S. Reed**

**Page Two**

**Vice President / Co-Founder / Partner**

**Current Projects:**

**Past Projects:**

FDOT N.W. 57th Avenue Emergency Repair, Miami, FL - 2005

Port of Miami Emergency Dredging, Miami, FL - 2004

LA Fitness Sports Club, North Miami, FL - 2003

Miami International Airport Runway Tunnel, Miami, FL - 1999

Atlantis Marina, Paradise Island Nassau, Bahamas - 1998

Deering Bay Marina, Coral Gables, FL - 1992

**Certificates:**

Graduate of Union Technical School as a Certified Welder with a Specialty in Millwrights Pile Drivers and Divers

**Former Employment:**

Like his father before him, Barry has lived his entire life in and around marine construction. Former employment includes Local 1026 Millwrights Pile Drivers and Divers; as well as Bunnell Foundation as a Foreman for MetroRail and Town & Country Mall projects.

**John R. McGee**

10/13/59

**Vice President / Co-Founder / Partner**

As a Vice President and founding partner of Shoreline Foundation, Inc., John has earned a reputation for accepting nothing less than excellence in marine and pile driving construction. John has extensive knowledge in all aspects of company management and financial policies.

Mr. McGee is responsible for the administration and construction oversight of the entire project life cycle for marine projects accountable for budgets, cost management, purchasing, quality control, project documentation, logistics, planning, scheduling, execution and completions. He is directly involved in the project from the conceptual estimating stage to the bidding stage and then follows each trade from award to completion. His input to contract negotiations prior to the start of construction is essential to the administration of these contracts throughout the construction period.

He has comprehensive expertise in the fields of marine operations, project management, employee scheduling, subcontractor scheduling, quality control, job safety and equipment maintenance. Mr. McGee is versatile, articulate and profit-minded with extensive experience in planning, development, administration and management of construction operations with a consistent record of achievement in improving quality, accountability and efficiency. He possesses excellent construction specifications analysis and has in-depth knowledge of architectural, structural, and mechanical systems.

John has demonstrated his managerial skills on a variety of projects from management of the design process through completion of construction, interacting with design teams, clients and construction trades. Clients admire his commitment to quality and service standards, his attention to detail and his ability to get the job done right and on schedule under even the most difficult circumstances.

**Areas of Expertise:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Construction Operations/Production | <input type="checkbox"/> Multiple Site Project Management | <input type="checkbox"/> Budgeting/Tracking          |
| <input type="checkbox"/> Contract Administration            | <input type="checkbox"/> Cost Control Measures            | <input type="checkbox"/> Bidding and Estimating      |
| <input type="checkbox"/> Scheduling and Phasing             | <input type="checkbox"/> OSHA Compliance/Safety           | <input type="checkbox"/> Quality Control Initiatives |
| <input type="checkbox"/> Purchasing/Procurement/Logistics   | <input type="checkbox"/> Plan Review/Change Management    | <input type="checkbox"/> Regulatory Authorities      |
| <input type="checkbox"/> Subcontractor Relations/Management | <input type="checkbox"/> Equipment Maintenance            | <input type="checkbox"/> Closeouts and Finishes      |

**Qualifications Summary:**

- **Seasoned staff manager, mentor and developer.** Excellent interpersonal and communication skills resulting in effective relationships with city and state officials, owner representatives, architects, engineers, subcontractors, vendors, clients, and project associates at all levels, from diverse multicultural backgrounds.
- **Creative problem solver, adept in evaluating critical business needs.** Resourceful troubleshooter capable of developing and initiating creative solutions to complex operating problems, performing well under pressure.
- **Outstanding record** of meeting budgetary, schedule, and performance requirements. Highly involved with and committed to superior quality control, and ensuring client expectations are met/exceeded. Impeccable work ethic, meticulous attention to detail, and exceptionally driven to exceed expectations.

**John R. McGee**

**Page Two**

**Vice President / Co-Founder / Partner**

**Current Projects:**

Blue Points Marina, Port Canaveral, FL  
Steel Sheet Pile, Fisher Island, Miami, FL  
Haulover Park Marina Phase II, Miami, FL  
Founders Park Marina, Islamorada, FL  
M.B. Miller Pier, Panama City Beach, FL  
Dan Russell Pier, Panama City Beach, FL

**Past Related Projects:**

City of Miami Bicentennial Park, Phase 1, Miami, FL – 2004  
Port of Miami Structural Upgrades, Port of Miami, FL – 2004  
Haulover Park Marina, Phase 1, Miami-Dade County  
Boca Raton Inlet Beach Re-nourishment Palm Beach County – 2004  
Marina Construction @ The -Diplomat Hotel, Hollywood, FL – 2003  
One Watermark Marina, West Palm Beach, FL – 2003  
Canal Maintenance Dredging, Miami, FL – 2002  
FDOT Bridge over Intracoastal @ Hallandale Beach, FL – 1999  
Chula Vista Canal System Improvements, 41.5 miles, Fort Lauderdale, FL – 1999  
Sunset Harbor Marina, Key West, FL – 1998  
Tampa Marriot Hotel, Tampa, FL – 1998

**Former Employment:**

Superintendent with Marine Construction Company/Bunnell Foundation and Garcia Marine as a Pile Driver.

## Charles M. Diveto III, PE, GC

525 North Ocean Blvd - #1418, Pompano Beach, FL 33062  
Telephone: (305) 345-0742 \* Email: [cmdiveto@comcast.net](mailto:cmdiveto@comcast.net)

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### CONSTRUCTION PROJECT MANAGER

Goal driven, results orientated construction manager with more than nine years field experience possessing excellent detail-orientated planning, management & financial responsibility. Open minded leader recognized for creative thinking, strong organizational skills and effective problem solving. Outstanding relationship building skills with subcontractors, clients and team members.

#### Professional Strengths:

- Contract Negotiations
- Multi-tasking
- Proactive Management
- Detail Orientated
- Team Player
- Project Closeout
- Construction Scheduling
- Structural Inspector
- Professional Civil Engineer (PE)
- Certified General Contractor (GC)
- Pay Application Review
- Construction Estimator

#### Key Achievements:

- Project Manager of the Trump International Hotel and Tower, a 24-story, \$120M five-star condo-hotel
  - Review and coordinate all design plan scopes including Architectural, Structural, Mechanical, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions
  - Project Manager of public and private marine projects for US Army Corps of Engineers, Palm Beach County, Miami Dade County, Sarasota County, City of Sunny Isles Beach, and Moss & Associates
  - Project Engineer for Broward County Convention Center Access Ramp project reviewing all submittals, pay applications, and liaison to Port Everglades
  - Civil Engineering design including water, sewer, paving and drainage for multiple projects including Riviera Isles by MINTO in Miramar, Florida
- 

#### Professional Experience:

##### SENIOR PROJECT MANAGER

2010 - 2012

Shoreline Foundation, Inc. – 2781 SW 56 Avenue, Pembroke Park, FL 33023

- Project Manager of public and private marine projects for US Army Corps of Engineers, Palm Beach County, Miami Dade County, Sarasota County, City of Sunny Isles Beach, and Moss & Associates
- Hands on responsibilities include managing subcontractors contracts, schedules and financial activities from change orders to pay applications, implementing material delivery schedules, coordinating field activities with superintendents, and acting liaison with Owner representative
- Review and coordinate all design plan scopes including Civil, Architectural, Structural, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions

##### CONSTRUCTION PROJECT MANAGER

2006 - 2009

Stiles Corporation - 300 SE 2<sup>nd</sup> Street, Fort Lauderdale, FL 33301

- Project Manager of the Trump International Hotel and Tower, a 24-story, \$120M five-star condo-hotel resort on Fort Lauderdale Beach, Florida
- Hands on responsibilities include managing subcontractors contracts, schedules and financial activities from change orders to pay applications, implementing material delivery schedules, coordinating field activities with superintendents, and acting liaison with Owner representative
- Review and coordinate all design plan scopes including Architectural, Structural, Mechanical, Plumbing, Electrical, Irrigation, and Landscaping with ongoing field conditions
- Project completed ahead of schedule, with a savings of \$500,000 on the preliminary project budget

**STRUCTURAL INSPECTOR / CIVIL ENGINEER**

2003 - 2006

DeRose Design Consultants - 470 South Andrews Avenue, Ste 206, Pompano Beach, FL 33069

- AutoCAD designer and structural field inspector for commercial and residential projects in Broward and Palm Beach Counties
- Reviewed civil and structural shopdrawings for residential and commercial projects, including but not limited to: rebar, post-tension cables, sewer and drainage structures, water materials and concrete mixes
- Project Engineer for Broward County Convention Center Access Ramp project reviewing all submittals, pay applications, and liaison to Port Everglades
- Authored '2005 Conditional Assessment Report for Facilities within Port Everglades'

Charles M. Diveto III, PE, GC

Page 2 of 2

**CIVIL ENGINEER**

2000 - 2003

Winningham and Fradley, Inc - 111 Northeast 44<sup>th</sup> Street. Oakland Park, FL 33334

- Microstation drafting for commercial and residential projects in Broward and Palm Beach Counties
- Civil Engineering design including water, sewer, paving and drainage for projects including Hawk's Landing in Plantation, Florida; Bank of America, Rick Case Honda, the intersection of Dykes Road and Miramar Parkway, Honey Hill Road, and Riviera Isles by MINTO in Miramar, Florida
- Participated in Local Municipal Development Review Committee (DRC), Architect Advisory Committee (AAC), Planning and Zoning (P&Z) Meetings; and, participated in Broward County Commission Hearings
- Conduct field inspections for Water & Sewer, including pipe connections and pressure tests, main flushing and bacteriological sampling, and sewer lamping & video; and, Paving & Drainage including subgrade, limerock, asphalt, lamping and asbuilt review.
- Calculate project cost estimates, prepare schematic site planning designs, and review civil shopdrawing submittals
- Conducts permit acquisitions with the local municipal building departments, and required civil agencies

**Education:**

- Bachelor of Science in Civil Engineering, August 2000
- Florida International University, Miami, Florida
- Graduated: Magna Cum Laude, GPA = 3.77

**Licenses:**

- Certified General Contractor License #CGC1517146, April 2009, State of Florida
- Professional Engineering License #63942, October 2005, State of Florida
- Real Estate Sales License #SL3072866, January 2004, State of Florida

**Computer Experience:**

- Proficient in the use of AutoCAD and Microsoft Office
- Educated in Microstation, Primavera and ProLog

**Honors and Awards:**

- National Dean's List Publication - 2000 & 1999
- FIU Dean's List - 2000 (spring, summer), 1999 (spring, summer, fall), 1998 (summer, fall)
- Chi Epsilon, National Civil Engineering Honor Society - 2000
- Phi Kappa Phi Honor Society - 2000
- Tau Beta Pi, National Engineering Honor Society - 1999
- Golden Key National Honors Society - 1998

# FRED MAXWELL, Superintendent

## OVERVIEW

With over 25 years of marine construction experience, Fred is responsible for overseeing daily operations of the Marine Division. Transforming construction drawings into steel, concrete, and wooden structures requires daily coordination of eight construction crews, scheduling of specialty equipment, and the provision of constant attention to the needs of the client. Over the last 18 years, Fred's dedication to detail has resulted in the creation of landmark marine facilities throughout South Florida and the Caribbean.

## AREAS OF EXPERTISE

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Multiple Site Project Management   | <input type="checkbox"/> Construction Operations       | <input type="checkbox"/> Production             |
| <input type="checkbox"/> Contract Administration            | <input type="checkbox"/> Cost Control Measures         | <input type="checkbox"/> Estimates/Bidding      |
| <input type="checkbox"/> Scheduling and Phasing             | <input type="checkbox"/> Relationship Management       | <input type="checkbox"/> OSHA Compliance        |
| <input type="checkbox"/> Purchasing/Procurement/Logistics   | <input type="checkbox"/> Plan Review/Change Management | <input type="checkbox"/> Regulatory Authorities |
| <input type="checkbox"/> Subcontractor Relations/Management | <input type="checkbox"/> Strategic Planning/Budgeting  | <input type="checkbox"/> Quality Control/Safety |
| <input type="checkbox"/> Governmental Guidelines            | <input type="checkbox"/> Building Codes and Permits    | <input type="checkbox"/> Closeouts and Finishes |

## QUALIFICATIONS SUMMARY

- *Seasoned Superintendent* in the marine construction industry including new and retrofit projects. Excellent construction specifications analysis with success directing operations, enhancing growth and implementing directives achieving strong results.
- *Exceptional leadership skills* with extensive experience in planning, development, administration and management of multi-million dollar marine project operations. Consistent record of achievement in improving quality, accountability and efficiency.

## PROFESSIONAL EXPERIENCE

### **Shoreline Foundation Inc.**

1989 to present

#### ■ Superintendent

Manage operational and project performance in areas encompassing project life cycle management, field operations, contract fulfillment, scheduling, material procurement, resource allocation, client service delivery, subcontractor relations and management, quality assurance, job site safety, budgets/fiscal management, and strategic execution of projects. Hold full fiscal accountability and manage culturally diverse staff.

- Effectively schedule highly qualified foremen, subcontractors, and field employees.
- Resolve daily problems on job site and personally inspect all work during project to ensure compliance with client requirements. Oversee project activity through to completion.
- Improved overall quality of service delivery by developing, implementing, and documenting best practices.
- Negotiated supply contracts for materials that resulted in significant decrease in costs while maintaining delivery schedules.
- Developed several company operating codes and labor, safety and performance standards.
- Proven ability to coordinate all aspects of a project, and lead, direct and motivate staff to accomplish desired goals.
- Consistently meet project deadlines on-time, within budget, as well as, adhere to the highest quality standards.

Select key projects include \_\_\_\_\_.

## TRAINING AND CERTIFICATIONS

40-Hour Training Course, OSHA  
Certification of Completion, Caterpillar

# Salin A. Daher

Loxahatchee, FL 33407

Telephone: (305)345-3278 / Email: sdaher@shorelinefoundation.com

## SUPERINTENDENT

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### **OBJECTIVE:**

To retain sustainable employment as a Superintendent & pile driver foreman.

### **EXPERIENCE:**

1989 – Present: **SHORELINE FOUNDATION, INC.**, Pembroke Park, FL

*Title: Superintendent*

- Scheduling of field employees
- Scheduling of Subcontractors
- Quality Control Assurance
- Job Site Safety
- Ensure Equipment Maintenance is performed on delegated equipment
- Tug Boat Captain
- Forman of Barge, Crew #3, 110' x 32' barge with a 75 ton American Crane on board

### **RECENT PROJECTS:**

#### **KING'S BAY NAVAL SUBMARINE BASE**

Project scope: Installation of temporary cofferdam within open bay, remove existing vegetation and excavate within cofferdam from + 7 to -18. Install Permanent King/Sheet Pile configuration (approximately 470 lf) to create a new Land/Water Interface (LWI). Install Concrete pile anchor system within LWI with 3.5" Tie Rods to stabilize LWI. Encapsulate steel pile with 5000 psi Marine concrete wall/cap and surround entire LWI with filter fabric, bedding stone and Rip Rap (8' thick) extending 40' into the bay on 3 sides from the LWI.

#### **GATOR LAKE SHORELINE STABILIZATION**

Project Scope: Construction of four (4) Breakwater Structures (48'x 120') each, one (1) Groin Structure (48'x 200') & four (4) Warning Signs & Marine Navigational Lights on Timber Piles. The construction of the four (4) Breakwater & (1) Groin Structures included the placement of approximately 7,865 Tons of Armor Stone, approximately 1,501 Tons of Core Stone placed on 33,840 square feet of Marine Mattress filled with approximately 2,765 Tons of Bedding Stone.

#### **USCG MIAMI MAIN & GOV'T CUT CHANNEL RANGE LIGHTS**

Project Scope: Furnish and install four channel markers constructed of 66 inch steel caissons at four different locations in the Atlantic waters located off of Port of Miami.

#### **MARGATE CANAL STABILIZATION**

Project Scope: A design/build project in partnership with ADA Engineering, Inc. to stabilize the existing canal bank, including engineering and calculations, layout survey, construction drawings,

constructed from within the canal via barge, slope grading and sod, supply and install 7,500 tons bedding stone. Supply and install 1,800 tons of rip rap boulders.

#### **LAUDERHILL CANAL EWP 26, 28 & 29**

Project Scope: Demolition and reconstruction of the canal banks with sand cement bags rip rap boulders, and sheet piling in the City of Lauderhill, FL.

#### **BICENTENNIAL PARK PHASES I-IV**

Project Scope: As designed by Edwards & Kelcey, this project required the stabilization of the Bicentennial Park Shoreline. Work was comprised of 3,400 linear feet of steel sheet pile bulkhead, 10' high cast-in-place reinforced concrete bulkhead cap, 10' wide pedestrian walkway and placement of 8,000 tons of rip rap type limestone boulders along the newly constructed seawall. SFI and the City were required to insure and maintain public safety during construction while still allowing the remainder of the park to be used for public events.

#### **EDUCATION:**

- US Merchant Marine Officer License "Master of near coastal steam or motor vessels of not more than 50 gross tons; also, authorized to engage in commercial assistance towing", March 24, 1995.
- Caterpillar, Certificate of Completion, March 9, 2002.
- OSHA, 40 Hour Training Course, October 2004.

# EFRAIN L D'ALECCIO

14001 NW 4<sup>th</sup> St. Pembroke Pines, FL 33028 • (787) 221.4719/(954) 237.7152 • e.daleccio@aol.com

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## Health & Safety Management/Construction Quality Control Management

Over 14 years of experience in Construction Quality Control Management/QC and the Occupational Health & Safety field in Construction (CFR 1926) Marine/Heavy Civil and General Industry (CFR 1910) sectors. Highly motivated and driven individual possessing technical and methodical aptitude towards a proactive vision with the ability to resolve problems, execute safety programs and comply with safety regulations.

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## PROFESSIONAL HIGHLIGHTS

- Knowledge of OSHA CFR 1910, CFR 1926, ISO 14001 Environmental Management Systems and OHSAS 18001 Occupational, Health and Safety Management Systems
  - Experience in OSHA Voluntary Protection Program (VPP) and PR OSHA Star Programs in Puerto Rico
  - Experience in health and safety training as well as interactive management approach that focuses on a hands on application, training and mentoring which promotes a proactive safety culture.
  - Develop team building on project site – As a team leader, I provided a persuasive partnership between company, owners and subcontractors by effective communication and team engagement which boost moral
  - Construction Management experience on numerous projects for the private and governmental sectors for the USACE and FEMA in Puerto Rico as well as the US mainland
  - At Aquilex, received the 2009 and 2010 achievement award for working accident free for 730 days
  - At Ceres Environmental Services, received the FEMA achievement distinction for best performance recovery team efforts at emergency sites in Florida and Louisiana for the Hurricane Katrina recovery efforts.
- 

## PROFESSIONAL EXPERIENCE

**Shoreline Foundation Inc.**  
2781 SW 56<sup>th</sup> Avenue, Pembroke Park, FL 33023

3/2017-Present

### *Safety Director*

- Establish and administer the Safety and Health Program.
- Conduct safety meetings as required.
- Conduct regular physical inspections of all work areas, for any unsafe act or hazards.
- Prepare reports that analyze the safety program to identify the trends, problem areas and compliance within the company safety policies.
- Establish and maintain a record-keeping system.
- Assist or review all accident investigations.
- Perform safety work as required.
- Ensure the proper job and safety training is provided for all employees.
- Prepare safety letters and safety bulletins on safety problems.

**Polote Corporation**  
United States Army Corps of Engineers (USACE), C111 Detention Levee Cell Project, Miami, FL

6/2015 – 3/2017

### *Site Safety Manager*

- Implement and manage construction health and safety programs and policies to ensure proper systems were in place in protecting all personnel on jobsites.
- Create Accident Prevention Plans (APP).
- Conduct weekly and monthly safety meetings, daily safety audits/inspections to establish a proactive safety approach by tracking leading indicators.

- Facilitate fire protection measures and practices to ensure optimum Emergency Preparedness.
- Conduct new employee orientation to establish employee expectations.
- Conduct incident investigations and corrective actions to determine root cause.
- Establish injury prevention through a focus on activity pre-planning at every level of construction through Activity Hazard Analysis (AHA).

**DRAGADOS USA**

6/2013 – 4/2015

United States Army Corps of Engineers (USACE), Rio Puerto Nuevo Margarita Channel, Bechara Middle Section Project, San Juan, PR

***Senior Safety Manager Level 4***

- Implement and manage construction health and safety programs and policies to ensure proper systems were in place in protecting all personnel on jobsites.
- Conduct weekly and monthly safety meetings, daily safety audits/inspections to establish a proactive safety approach by tracking leading indicators.
- Provide direction to staff and sub-contractors to ensure the proper use of available resources.
- Set employee expectations through extensive new employee safety orientation.
- Effective communication with project management in order to meet milestones and goals of the safety program.
- Implement and support Corporate Safety Health and Environmental Management System (SHEMS).
- Conduct risk assessment and hazard identification in the workplace.
- Implement control measures in order to eliminate or minimize risk exposure.
- Conduct incident investigations and corrective actions to determine root cause.
- Review Key Performance Indicators (KPI) in order to track trends and build value into our safety management system.
- Establish injury prevention through a focus on activity pre-planning at every level of construction through Activity Hazard Analysis (AHA).
- Define an accountability and responsibility program that fosters safety ownership during construction.
- Create Accident Prevention Plans (APP) for the USACE.
- Manage 3 direct safety reports for the Bechara Project.

**Eco-Tech Caribe, Inc.**

9/2010 – 5/2013

Cooper Vision Caribbean, Eaton Electrical Co, Positronic Caribe Industries, Schnitzler Puerto Rico, Medtronic Puerto Rico Operations, Roche Laboratories, Project Specialists of PR, Complete Well Services, Caribbean Well Service, IF Refractory Service, FEDEX, Caribe Hydro blasting Technologies, Global Construction, Co, JS Construction, S.E, OV General, Co, American Roofing, Co, Caribbean Diesel Technologies, Co, ED+C Architects, Syngenta Puerto Rico, Damas Hospital, Inc.

***Health & Safety Consultant***

- Provide health, safety and environmental consulting services, training, inspections, audits and hazard assessments for the construction and general industry sectors.
- Assist customers to dramatically improve their safety performance and achieve superior results and goals.
- Enforce occupational health and safety programs, policies and procedures.
- Promote a safer and healthier way of working to our customers.
- Conduct inspections, audits of project site; plants areas and equipment inspections to aid in customer compliance with OSHA regulations.

**Aquilex-Southeastern Mechanical Services, Inc. "SM", St. Petersburg, FL** 2/2005 – 7/2010  
Henderson Energy Station, Henderson, Kentucky, Tampa Electric, Corp."TECO", Veolia Waste to Energy Recovery Station, Dade County, FL, WM Wheelabrator Waste to Energy Recovery Plant, Broward County, FL, Orlando Utilities Commission, Stanton Energy Plant, Orlando, FL, Mirant Mid-Atlantic Power Plant, Baltimore, Maryland, Veolia Recovery Energy Plant, St. Petersburg, FL, International Paper Mills Co, Augusta, GA, US Sugar Mills, Clewiston, FL, AES Corporation, Guayama PR Plant, AES Dominican, Hayna Dominican Republic, WM Ridge Power, Lakeland, FL, EcoSur, Peru.

***Site Health & Safety Manager***

- Implement construction health and safety programs and policies to identify and correct potential hazards and ensure compliance to safety regulations.
- Conduct daily and monthly safety meetings, daily inspections, including job facilities and equipment.
- Provide direction to the staff and sub-contractors personnel to ensure the proper use of available resources.
- Enforce company health and safety program to ensure company objectives and goals are met.
- Interpret safety regulations for others interested in safety such as employees and subcontractors.

**Ceres Environmental Services, Inc. Minneapolis, MN, San Juan, PR** 11/1999 – 5/2005  
US Army Corps of Engineers Projects, Cerrillos Dam, Ponce, PR, El Atascadero and Campo Recreo recreational areas. US Army Corps of Engineers, Trinity River Flood Control Project, Dallas, TX, Fort Buchanan Flood Control Project, Guaynabo, PR, Rio Fajardo Flood Control Project, Fajardo, PR FEMA/USACE, Hurricanes Charlie, Jean, Frances, Katrina Recovery Projects, Orlando, FL, West Palm Beach, Sarasota, FL, Arcadia City, FL, Mississippi, Alabama, New Orleans, Louisiana US Forest Service, El Yunque Forest, and The Aviary Project.

***Site Safety and Health Officer***

- Perform daily Quality Control inspections onsite to ensure compliance with plans and specifications.
- Enforcement and implementation of the health and safety programs.
- Review progress schedules to comply with time frame of work schedule and performance.
- Conduct weekly safety meetings and site safety inspections.
- Regulation compliance with Local and Federal Agencies.
- Prepare progress schedules, material costs analysis, coordinate work, prepare estimates and conduct pre-construction meetings with contractors.
- Coordinate work to be performed with the designated authority for the fastest performance in the emergency recovery efforts.

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## EDUCATION

Civil Engineering, Polytechnic University of PR, San Juan, PR  
AST Civil Engineering Technician, Polytechnic University of PR, San Juan, PR

### Additional Continued Education Courses

30 hours course, 511 standards for general industry, JFB Safety Consultants, Inc. Ponce, PR 1999  
4 hours Powered Industrial truck-Forklift Safety, JFB Safety Consultants, Inc. Ponce PR 2001  
10 hours Refresher course OSHA regulations 1910.1200, JFB Safety Consultants, Inc., Ponce, PR 2001  
8 hours EM-385-1.1 Safety and Health Requirements, QA/QC USACE, Ponce, PR 2000  
4 hours Steel Erection Review, JFB Safety Consultants, Ponce, PR 2002  
16 hours, Quality Control Management for Contractors, USACE, Jacksonville, FL, 2003  
40 hours course OSHA 510 standards for construction industry, Interamerican University of PR, Ponce, PR 2003  
30 hours, OSHA 501 outreach trainer course for general industry, NASC, MA, 2005  
3 hours, contractor safety awareness program, WKE, Henderson, Kentucky, USA 2007  
3 hours, contractor safety awareness program, Tampa Electric Corp."TECO", Tampa FL, 2007  
2 hours, safety for contractor's course, International Paper Mills, IP Mill, Augusta, GA, 2007  
2 hours, safety, ammonia and asbestos, VEOLIA Waste to Energy, Dade County, Miami, FL, 2007  
2 hours, safety for contractor's course, US Sugar Mills, Clewiston, FL, 2008  
3 hours, safety awareness for contractors program, VEOLIA Waste to Energy, St. Petersburg, FL, 2008  
3 hours, contractor safety policies program, Orlando Utilities Commission. "OUC", Orlando, FL, 2008  
2 hours, safety for contractor program, Mirant Mid Atlantic Power Plant, Frederick, MD, 2009  
2 hours, on hands safety program for contractors, WM Wheelabrator Waste to Energy, Broward County, FL, 2009  
8 hours, 29 CFR 1910.179 & 184, cranes, slings and hoisting devices, NSCA, Springfield, MA 2010  
3 hours, safety awareness program for contractor's, Cooper Vision, Co, Juana Diaz, PR, 2010  
6 hours, HAZMAT operations, Commonwealth Oil Refining Corp "CORCO", Guayanilla, PR, 2011  
16 hours FEMA, emergency response program, NIMS 700, FEMA academy, 2013  
8 hours EM-385-1.1 Safety and Health Requirements, QA/QC USACE, San Juan, PR 2012  
8 hours Re-certification CPR, AED, First Aid, North point Institute, Ponce PR, July 2013  
2 hours Bloodborne pathogens, IRM Consultants, San Juan PR. 2014

**Skills** - Microsoft Office; MS Word, MS Excel

**Languages** - Spanish

# **Exhibit “F”**

## **SFI Licensing & Proof of Insurance**

# *State of Florida*

## *Department of State*

I certify from the records of this office that SHORELINE FOUNDATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1986.

The document number of this corporation is J17125.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of January, 2020*



*Ronald R. Lee*  
**Secretary of State**

Tracking Number: 8251012260CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ROYO, JAMES ANTHONY**

SHORELINE FOUNDATION INC  
2781 SW 56 AVENUE  
PEMBROKE PARK FL 33023

**LICENSE NUMBER: CGC1517337**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2019

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Shoreline Foundation Inc 2781 SW 56th Avenue Hollywood FL 33023	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> New York Marine And General Insurance Company	<b>NAIC #</b> 16608
	<b>INSURER B:</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b> 23035
	<b>INSURER C:</b> U.S. Specialty Insurance Company	
	<b>INSURER D:</b> Lloyd's of London	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1910112434      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> P&H/Hull - Jones Act Incl GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ML201900001980	02/15/2019	02/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z51292092039	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CXS10679029	02/15/2019	02/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2Z51292092029	10/01/2019	10/01/2020	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Vessel Pollution Policy			5327101	08/10/2019	08/10/2020	Limit \$ 5,000,000

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

<b>CERTIFICATE HOLDER</b> Shoreline Foundation, Inc. 2781 SW 56 Avenue Pembroke Park FL 33023	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# ITEM 10C



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To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Stantec Professional Services for  
Construction Quality Control Services for  
Franjo Road Project

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STANTEC ENGINEERS, INC. TO PROVIDE PROJECT MANAGEMENT/ QUALITY ASSURANCE SERVICES TO THE VILLAGE FOR THE FRANJO ROAD REDEVELOPMENT PROJECT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO A PROJECT AGREEMENT PURSUANT TO SECTION 2.3 OF THE CONTINUING SERVICES AGREEMENT WITH SAID FIRM FOR THE AMOUNT OF \$49,608; PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)**

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay has been actively developing the Franjo Road Project. The project is at the final stages of construction. Council has expressed concern with the project's construction schedule, project budget and quality control and has requested for outside experts to perform Construction Quality Control investigations to the project contract and quality control of the design-built project. Administration reached out to Stantec, Inc. for professional services. Stantec Engineers is one of the firms with a Continuing Services Agreement with the Village, and such agreement includes project management services. The firm has the construction administration experience and has provided professional services for previous municipal construction projects. In addition, Stantec is familiar with the Franjo Road project. They were part of the highest bidders during the time of the project bid. They studied the scope, project specifics and projects parameters.

**FISCAL IMPACT:**

Related costs under this proposed resolution will not exceed \$49,608. Funding is available in the Adopted FY 2019-20 budget under the Franjo Road Capital Fund Project (Acct # 3001541116063003001)

**ATTACHMENTS:**

- Exhibit A- Continuing Services Agreement
- Exhibit B- Fee Detail

1 RESOLUTION NO. 2020-\_\_

2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VIL-  
4 LAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT;  
5 APPROVING THE SELECTION OF STANTEC ENGINEERS, INC. TO  
6 PROVIDE PROJECT MANAGEMENT/ QUALITY ASSURANCE SER-  
7 VICES TO THE VILLAGE FOR THE FRANJO ROAD REDEVELOPMENT  
8 PROJECT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EN-  
9 TER INTO A PROJECT AGREEMENT PURSUANT TO SECTION 2.3 OF  
10 THE CONTINUING SERVICES AGREEMENT WITH SAID FIRM FOR THE  
11 AMOUNT OF \$49,608; PROVIDING AN EFFECTIVE DATE. (*Sponsored by*  
12 *Administration*)

13  
14 WHEREAS, the Village became eligible and applied for a grant to ini-  
15 tiate the improvements for Franjo Road; and

16  
17 WHEREAS, the Village of Palmetto Bay is currently under construction  
18 of the Franjo Road Improvement Project); and

19  
20 WHEREAS, the Village's Council has expressed concern with the pro-  
21 ject's construction schedule, project budget and quality control; and

22  
23 WHEREAS, Stantec Engineers (Stantec) has a Continuing Services  
24 Agreement with the Village and their staff have the construction administra-  
25 tion experience and have provided professional services for previous con-  
26 struction projects to other municipalities; and

27  
28 WHEREAS, the Interim Village Manager has recommended retaining  
29 to Stantec to conduct construction investigations, quality control and design-  
30 built analysis.

31  
32 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PAL-  
33 METTO BAY, FLORIDA, THAT:

34  
35 Section 1. The Village Council hereby approves the selection of  
36 Stantec Engineers, Inc. to provide project management/quality assurance  
37 services to the Village for the Franjo Road Redevelopment Project.  
38

39            **Section 2.**            The Interim Village Manager is authorized to enter  
40 into a project agreement pursuant to Section 2.3 of the Continuing Services  
41 Agreement with said firm, attached hereto as Exhibit A, for the amount of  
42 \$49,608. The fee detail is included as reference as Exhibit B.

43  
44            **Section 3.**            This Resolution shall become effective upon adop-  
45 tion.

46  
47            **PASSED** and **ADOPTED** this 4<sup>th</sup> day of May 2020.

48  
49            Attest:

50  
51

52 \_\_\_\_\_  
53 Melissa Dodge  
54 Acting Village Clerk

\_\_\_\_\_   
Karyn Cunningham  
Mayor

55  
56

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

59  
60

61  
62 \_\_\_\_\_  
63 John Dellagloria  
64 Village Attorney

65  
66

67            **FINAL VOTE AT ADOPTION:**

68  
69            Council Member Patrick Fiore            \_\_\_\_\_

70  
71            Council Member David Singer            \_\_\_\_\_

72  
73            Council Member Marsha Matson            \_\_\_\_\_

74  
75            Vice-Mayor John DuBois            \_\_\_\_\_

76  
77            Mayor Karyn Cunningham            \_\_\_\_\_

**CONTINUING SERVICES**

**A G R E E M E N T**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Stantec Consulting Services, Inc.**

**CONTINUING SERVICES**

**A G R E E M E N T**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Stantec Consulting Services, Inc.**

**THIS AGREEMENT** is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Stantec Consulting Services, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 901 Ponce de Leon Blvd. Suite 900, Coral Gables, Florida 33134

**WHEREAS**, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Structural Engineering, Architecture, and General Civil Engineering* services; and

**WHEREAS**, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

**WHEREAS**, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

**SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimbursable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:<sup>1</sup>

- a. NPDES Permitting and stormwater management;
- b. Drainage facilities;
- c. Road construction and maintenance;
- d. Civil Engineering;
- e. GIS Mapping assistance;
- f. Utility infrastructure evaluation and review;
- g. Plat and site plan review;
- h. Park and park land development;
- i. Environmental engineering;
- j. Surveying;
- k. Project management;
- l. Opinion of probable cost of construction; and
- m. Public Works permitting and inspections.

<sup>1</sup> The disciplines listed below are more extensively defined and identified in RFQ \_\_\_\_\_ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the specific project;
- f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed \$25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

### **SECTION 3. TERM/TERMINATION**

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **Termination For Convenience.** The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.** Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 **Termination for Lack of Funds.** Notwithstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

3.5.1 In the event the village declines to appropriate funds for payment of the agreement for future fiscal years, consultant shall be paid for work performed under the agreement with funds that are appropriated for the current fiscal year. The liability of the village to consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

3.5.2 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to consultant shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to consultant for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

3.6 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 **Non-Exclusive Agreement** - Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

#### **SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

4.1 **Changes Permitted.** The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed \$25,000.00 per contract. Changes, which exceed \$25,000.00, shall be approved by the village council.

#### **SECTION 5. NO DAMAGES FOR DELAY CLAUSE**

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

#### **SECTION 6. RIGHT TO WITHHOLD**

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

**SECTION 7. INTEREST PAYMENTS**

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

**SECTION 8. SURVIVAL OF PROVISIONS**

8.1 Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**SECTION 9. VILLAGE'S RESPONSIBILITIES**

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

**SECTION 10. CODE OF ETHICS**

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

## **SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES**

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

## **SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

### **SECTION 13. RECORDS/AUDITS**

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

### **SECTION 14. NO CONTINGENT FEE**

14.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for consultant, to solicit or secure this 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 consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION 15. INDEPENDENT CONTRACTOR**

15.1 The consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer – employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the consultant.

**SECTION 16. ASSIGNMENT; AMENDMENTS**

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

**SECTION 17. INDEMNIFICATION/HOLD HARMLESS**

17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

**SECTION 18. INSURANCE**

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

- A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

18.2 The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

18.3 All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

## **SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT**

19.1 **Village Representative.** It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative.** Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

**SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

20.2 In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**SECTION 21. MEDIATION**

21.1 Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

21.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11<sup>th</sup> judicial circuit for the State of Florida.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED**

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 23. CONSULTANT'S RESPONSIBILITIES**

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

#### **SECTION 24. SUBCONSULTANTS**

24.1 None of the work or services under this agreement shall be subcontracted unless consultant obtains prior written consent from the village. Approved subcontractors shall be subject to each provision of this agreement and consultant shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the consultant to the village.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

## **SECTION 25. NOTICES**

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers:

### **FOR CONSULTANT:**

Stantec Consulting Services, Inc.  
901 Ponce de Leon Blvd. Suite 900  
Coral Gables, Florida 33134  
Telephone: (305) 445-2900  
Facsimile: (305) 445-3366

### **FOR VILLAGE:**

Village of Palmetto Bay  
Attention: Corrice E. Patterson, Director of Public Works  
9495 SW 180<sup>TH</sup> Street  
Palmetto Bay, Florida 33157  
Telephone: (305) 969-5011  
Facsimile: (305) 969-5091

## **SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE**

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual

unit costs. All such adjustments shall be made within one year following the end of each project agreement.

**SECTION 27. CONSENT TO JURISDICTION**

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

**SECTION 28. GOVERNING LAW**

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 29. HEADINGS**

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

**SECTION 30. EXHIBITS**

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

**SECTION 31. SEVERABILITY**

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 32. COUNTERPARTS**

32.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**SECTION 33. WARRANTY OF AUTHORITY**

33.1 The signatories to this agreement warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

**SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY**

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

34.2 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

**IN WITNESS WHEREOF**, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

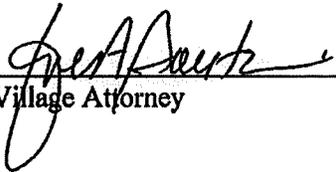
VILLAGE OF PALMETTO BAY

Melissa J. Alexander  
Village Clerk

By:   
Ron E. Williams, Village Manager

Date: 6-20-13

APPROVED AS TO FORM:

  
Village Attorney

ATTEST:

Stantec Consulting Services, Inc.

By:   
Ramon Castella, PE, LEED, AP  
Vice President

Date: 5-21-13

WITNESSES:



Print Name: Sean Compel



Print Name: Marlon Medina

**C3TS Human Resources Department**

<b>STANTEC</b>		
<b>Standard Hourly Rates</b>		
<b>Staff type</b>	<b>Classification</b>	<b>Hourly Rate</b>
01	Principal	\$ 196.00
02	Engineer (PE) or Architect (RA)	\$ 144.00
03	Engineer (EI) or Architect (AI)	\$ 104.00
04	Technician	\$ 87.00
05	Data Processor	\$ 65.00
06	Construction Inspector (CEI)	\$ 95.00
07	Division Director	\$ 167.00
08	Grants Coordinator	\$ 113.00
09	Senior Technician	\$ 95.00
10	Project Manager	\$ 156.00
14	Senior Inspector (CEI)	\$ 104.00
16	Inspector (CEI)	\$ 87.00
17	Secretary (CEI) / EEO Compliance	\$ 72.00
20	Public Involvement Coordinator	\$ 122.00
21	Accounting Coordinator	\$ 80.00
22	Marketing Coordinator	\$ 80.00
23	Technology Manager / IT	\$ 113.00
24	Clerical Assistant	\$ 59.00
25	Technology Assistant / IT	\$ 80.00

**FEE WORKSHEET**

**DATE:** April 23, 2020

**PROJECT:** Village of Palmetto Bay  
 Franjo Road - Construction Assistance/Quality Control

<b>Task 1 - Methodology &amp; Discovery</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Team Kick off meeting	2	2	2	2		
Review and confirm RFP scope		8	4	8		
Review project plans and specifications		12	4	12		
Review Grant requirements	2	2		2		
Contract verifications		8				
Sub-Total Hours	4	32	10	24	0	0
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$784	\$4,992	\$1,440	\$2,496	\$0	\$0
<b>Task 1 Labor Sub-total</b>						<b>\$9,712</b>

<b>Task 2 - CD Comparison &amp; Verification</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Outline drawings versus contract requirements	4	4		4		
Perform detailed review		12		40		
Summarize findings by trade/discipline		4		4		4
Sub-Total Hours	4	20	0	48	0	4
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$784	\$3,120	\$0	\$4,992	\$0	\$236
<b>Task 2 Labor Sub-total</b>						<b>\$9,132</b>

<b>Task 3 - Site Verification</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Detailed site visit		8		16		
Catalog findings with photos		4		8		
Final deficiency report		4		16		6
Sub-Total Hours	0	16	0	40	0	6
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$0	\$2,496	\$0	\$4,160	\$0	\$354
<b>Task 3 Labor Sub-total</b>						<b>\$7,010</b>

<b>Task 4 - Contract Analysis</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Review project costs and pay items		8	8			
Review potential credits owed to the Village (8 maximum)		12	16	12		
Review potential contract increases owed (8 maximum)		12	16	12		
Briefly summarize findings		4	8	8		
Quantity/takeoff verification not included						
Schedule review/analysis not included						
Sub-Total Hours	0	36	48	32	0	0
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$0	\$5,616	\$6,912	\$3,328	\$0	\$0
<b>Task 4 Labor Sub-total</b>						<b>\$15,856</b>

<b>Task 5 - Draft Report</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Discuss and develop outline with Village	2	2		2		
Develop draft report		8	8	16		4
Sub-Total Hours	2	10	8	18	0	4
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$392	\$1,560	\$1,152	\$1,872	\$0	\$236
<b>Task 5 Labor Sub-total</b>						<b>\$5,212</b>

<b>Task 6 - Final Report</b>	Principal	Project Manager	Engineer - PE	Engineer - EI	Senior Inspector	Clerical
Final Report	2	12	8	16		6
Develop and provide summary at two council meetings		8				
Sub-Total Hours	2	20	8	16	0	6
Billing Rate	\$ 196.00	\$ 156.00	\$ 144.00	\$ 104.00	\$ 104.00	\$ 59.00
Labor Cost	\$392	\$3,120	\$1,152	\$1,664	\$0	\$354
<b>Task 6 Labor Sub-total</b>						<b>\$6,682</b>

**GRAND TOTAL: \$53,604**

Items not currently included in this estimate: quantity takeoff, schedule review, delay analysis, negotiation meetings with design-build firm,



# ITEM 10D

## RESOLUTION NO. 2020-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE INTERIM VILLAGE MANAGER TO RETAIN A SPECIALTY CONSTRUCTION MANAGER TO OVERSEE THE COMPLETION OF THE FRANJO ROAD PROJECT; AND ESTABLISHING AN EFFECTIVE DATE**  
*(Sponsored by Councilmember Marsha Matson)*

**WHEREAS**, on April 21, 2020, a duly noticed conference call Sunshine Meeting between Vice Mayor John DuBois and Council Member Marsha Matson was held, and was open to the public to listen and comment; and

**WHEREAS**, the subject of the meeting was to discuss the Franjo Road Project, as it is beset by many months of delay as well as with construction problems and financial concerns; and

**WHEREAS**, the Franjo Road Project is a Ten Million, Eight Hundred Thousand Dollar (\$10,800,000) project under construction in the downtown area of Palmetto Bay; and

**WHEREAS**, completion of the Franjo Road Project is essential to the economy of Palmetto Bay, with upgraded new streets, improved infrastructure, and amenities which will attract development, businesses, and residents to the area when completed; and

**WHEREAS**, notwithstanding the current lack of pedestrian and vehicular traffic due to the Covid-19 virus, no part of the Franjo Road Project is deemed by the Interim Manager as substantially completed or fully completed; and

**WHEREAS**, during the Sunshine meeting, the Interim Village Manager suggested that a construction manager to oversee the completion of the project be hired.

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

**Section 1.** The above recitals are incorporated as if set forth in full.

**Section 2.** The Village Council hereby directs the Interim Village Manager to hire a specialty construction manager to bring the Franjo Road Project to full completion in an expeditious manner

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED and ADOPTED** this 4th day of May 2020.

Attest:

\_\_\_\_\_  
Melissa Dodge  
Acting Village Clerk

\_\_\_\_\_  
Karyn Cunningham  
Mayor

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

\_\_\_\_\_  
John C. Dellagloria  
Village Attorney

**FINAL VOTE AT ADOPTION:**

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

Council Member David Singer \_\_\_\_\_

Council Member Marsha Matson \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Karyn Cunningham \_\_\_\_\_



# ITEM 10E



To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager *G*

Re: RFP# 1920-12-003 Construction of Coral Reef Park Pathway Extension

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION., PURSUANT TO ITB#1920-12-003 TO CONSTRUCT A PATHWAY EXTENSION AT CORAL REEF PARK WITH AWARDED GRANT FUNDS FROM THE DEPT. OF ENVIRONMENTAL PROTECTION AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE** *(Sponsored by Administration)*

**BACKGROUND AND ANALYSIS:**

The Village was awarded a grant from the Department of Environmental Protection (T1515) back in September of 2016. The beautification grant had several components and one of the components is to construct pathways to connect with existing pathways and construct pathways to further give access to park patrons.

**FISCAL IMPACT:**

The cost of the project will be absorbed by the grant with a 50% grant match.

Lowest Bid:		\$ 67,000.00
Grant	\$33,500.00	
50% Match	<u>\$33,500.00</u>	
	<b>\$67,000.00</b>	

**Attachments:**

- A. Manager's Recommendation
- B. Bid Sheets
- C. ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension
- D. Bids Received:
  - (a) Metro Express, Inc.
  - (b) Star Paving Corporation
  - (c) Pabon Engineering, Inc.
- E. Grant from the Dept. of Environmental Protection (T1515)



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**PASSED and ADOPTED** this 4<sup>th</sup> day of May 2020.

Attest:

\_\_\_\_\_  
Melissa Dodge  
Acting Village Clerk

\_\_\_\_\_  
Karyn Cunningham  
Mayor

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

\_\_\_\_\_  
John Dellagloria  
Village Attorney

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore \_\_\_\_\_  
Council Member David Singer \_\_\_\_\_  
Council Member Marsha Matson \_\_\_\_\_  
Vice-Mayor John DuBois \_\_\_\_\_  
Mayor Karyn Cunningham \_\_\_\_\_

Village of Palmetto Bay  
 Procurement Division - Procurement Action  
**AWARD RECOMMENDATION**



To: Mr. Gregory H. Truitt, Interim Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 4/6/2020

ITB#: ITB# 1920-11-003 Item/Service: Construction of Coral Reef Park Pathway Extension - Phase I

Attach to this recommendation is the bid form sheets.

**I. Procurement Comments:**

There was a total of (3) bids received, Pabon Engineering, Inc, Star Paving Corporation and Metro Express, Inc. After checking the companies credentials, it is determined that Star Paving, Inc. is the lowest most responsive responsible bidder.

**II. Recommendation:**

- a. Which bid is being recommended? Star Paving Corporation
- b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No   
 If No, is the variance considered: Minor  Major
- c. Is the recommendation the lowest bid received? Yes  No

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 6, 2020.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Gregory H. Truitt, Interim  
 Manager

*Metro Express, Inc.*

**"EXHIBIT "A"**

**BID SHEET**

**ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension**

Lump Sum: \$ 200,000.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Delio A. Trasobares

Name: (Please Print)

President

Offeror Signature Title: Date:

*Star Paving Corp.*

**"EXHIBIT "A"**

**BID SHEET**

**ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension**

Lump Sum: \$ 107,000.<sup>00</sup> / ~~107~~

- 1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
- 2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- 3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

*Star Paving Corporation*  
Name: (Please Print)

*[Signature]* President 01/17/2020  
Offeror Signature Title: Date:

*Pabon Engineering, Inc.*

**"EXHIBIT "A"**

**BID SHEET**

**ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension**

Lump Sum: \$ 99,900.00

- 1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
- 2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
- 3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

*Anibal Pabon*

Name: (Please Print)

*[Signature]*

*President*

*2/19/20*

Offeror Signature Title: Date:

# Invitation to Bid

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



---

**TITLE:**

Construction of Coral Reef Park Pathway Extension

**ITB NO.:**

1920-12-003

**GRANT: DEP: T15015**

Dept. of Environmental Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)  
No. 1920-12-003  
Construction of Coral Reef Park Pathway Extension**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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: Introduction

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")  
CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,655 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS****1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid Opening date.

#### 4. INTERPRETATIONS

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

#### 5. BID SECURITY

5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### Examination of Site

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

**3.07 No Waiver**

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

**3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

**3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

**3.10 Certification**

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

The Company 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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

**3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

**3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

**3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

**3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

**3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

**3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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.

### **3.30 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 Services – MINIMUM SPECIFICATIONS

### 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 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 project specifications are to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 bid 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 near 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 near 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.

#### **4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)**

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

**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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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 Pework 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 Pework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

## **5.0 TECHNICAL SPECIFICATIONS**

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

## Division I

### SPECIAL PROVISIONS

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

**END OF DIVISION I**

**Division II Allowances****Part 1 – Scope of Work –Special Provisions****1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES****A. Engineer's Duties:**

- 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
- 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
- 3. Transmit Owner's decision to the Contractor.
- 4. Prepare work authorizations and change orders.

**B. Contractor's Duties:**

- 1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION****3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION III**

## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION IV**

## **Division V - Prevention, Control, and Abatement of Erosion and Water Pollution**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

##### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

**Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE****PART 1 GENERAL****1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

## **Division VII - INLETS, MANHOLES AND JUNCTION BOXES**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 425-8.1 New Structures Delete** the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

~~Division VIII – UTILITY RELOCATIONS – Not-Applicable~~~~PART 1 – SCOPE OF WORK~~~~1.01 – DEFINITION~~

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 – ALLOWANCE ACCOUNT~~

- ~~A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- ~~B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 – PROCEDURE FOR COMPLETING UTILITY RELOCATIONS –~~~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

~~1.04~~ **ADJUSTMENT OF COSTS**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

~~Not Used.~~

**PART 3 EXECUTION****3.01 ~~MEASURE AND PAYMENT~~**

- A. ~~Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

**SECTION 6****6.00 Bid Submission Requirements****BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

**SECTION 7.0: Evaluation and Selection Criteria****7.00 Evaluation Criteria****EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

## SECTION 8.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

### 8.01 Contract Award

#### A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

#### B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

#### C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**"Continued on Next Page"**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested 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,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Company that has submitted the attached Bid;
- (2) He/she is 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 a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next 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.)  
o Personally known to me, or  
o Produced identification:

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, 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 \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**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 Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

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

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

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)*  
\_\_\_\_\_

Continued on next page

*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:

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than sub-contractors, 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: \_\_\_\_\_

Company Name: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-003**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next page

NOTARY PUBLIC  
SEAL OF OFFICE:

---

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

---

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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SECTION 10.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Park Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) 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 Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION:     **Construction of Coral Reef Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**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 **Construction of Coral Reef Park Pathway Extension** (ITB No. 1920-12-003).

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 known, 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).

Continued on next page

**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")**  
**Construction of Coral Reef Park Pathway Extension**

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).

PERFORMANCE BOND

PROJECT TITLE: Construction of Coral Reef Park Pathway Extension

CONTRACTOR:

CONTRACT NO: 1920-12-003

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 Coral Reef Park Pathway Extension, 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: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address:  
\_\_\_\_\_

Phone:  
\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-003**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

Request for Proposal#: 1920-12-003

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 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-subcontractor’s 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

**CONTRACTOR’S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

RFP# 1920-12-003

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

Invitation to Bid#: 1920-12-003

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

**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

Invitation to Bid#: 1920-12-003  
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.

Continued on next page

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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension.**
- (ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_. (Exhibit 2).
- (iii) Required Contract Provisions – Federal-Aid Construction Contracts FHWA 1273.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2
- D. Exhibit 3

## Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the "Goods") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

## Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

**Article 5**      **Reports**

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

**Article 6**      **Termination****A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

**Article 7**      **Hold Harmless and Indemnification of the Village**

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

**Article 8**      **Term**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

#### Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

#### Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

**Article 18**      **Prohibition Against Contingent Fees**

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Article 19**      **Attorneys Fees**

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

**Article 20**      **Conflict of Interest**

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

**Article 21**      **Binding Effect**

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

**Article 22**      **Entire Agreement**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**Article 23**      **Captions and Paragraph Headings**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**Article 24**      **Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_  
\_\_\_\_\_

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

\_\_\_\_\_  
Print Name

Interim Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

# “EXHIBIT “A”

## BID SHEET

ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension

Lump Sum: \$ \_\_\_\_\_

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

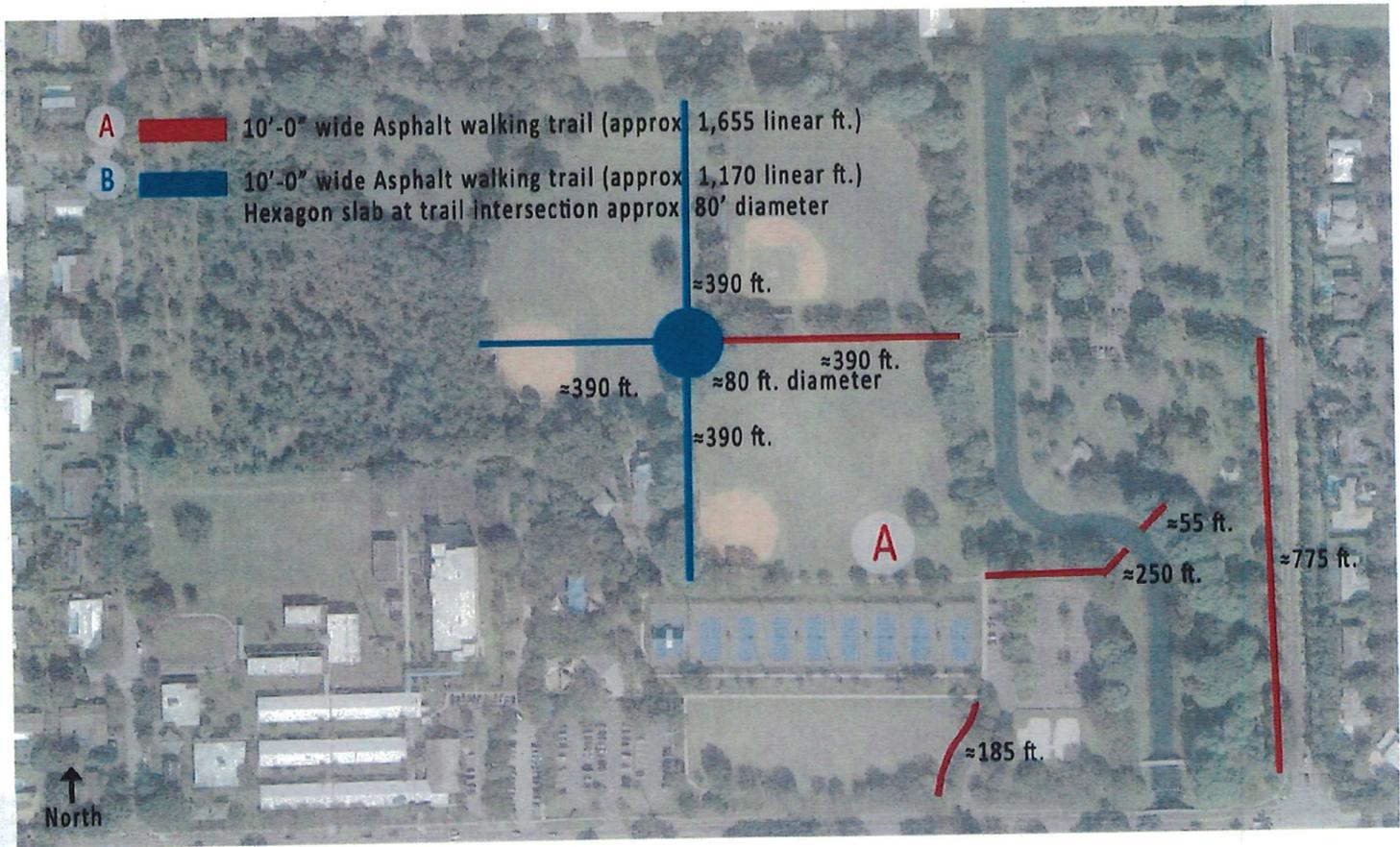
---

Name: (Please Print)

---

Offeror Signature Title: Date:

This solicitation covers "A" trails with an approx. 1,655 linear feet



*Metro Express*

ATTACHMENT Da

## Invitation to Bid

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



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**TITLE:**

Construction of Coral Reef Park Pathway Extension

**ITB NO.:**

1920-12-003

**GRANT: DEP: T15015**

Dept. of Environmental Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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# “EXHIBIT “A”

## BID SHEET

ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension

Lump Sum: \$ 200,000.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

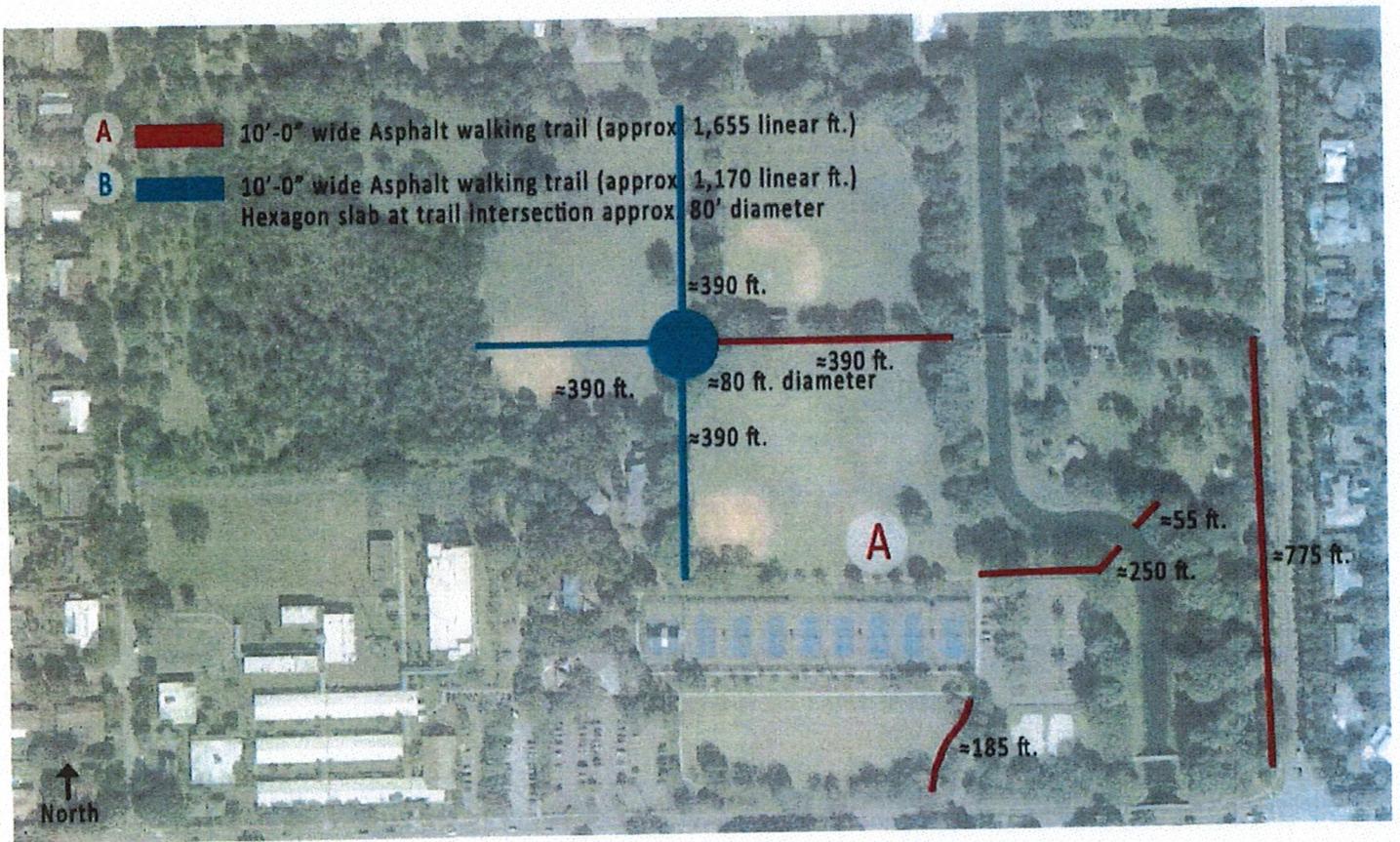
Delio A. Trasobares

Name: (Please Print)

Owner, P&S

Offeror Signature Title: Date:

This solicitation covers "A" trails with an approx. 1,655 linear feet





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February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question: Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?**

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*

**Question: How far along is the pedestrian bridge? Will the bridge be done by May?**

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question: Going to the scope, what are the specs for the pathways?**

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 ½" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question: Do you have an estimated budget?**

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

**Question: For the root barriers does the Village require an arborist?**

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.



Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



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**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of ITB# No.: 1920-12-003**

**Title of ITB: Construction of Coral Reef Park Pathway Extension**

Name of Bidder Metra Express Inc.

Date Addendum Received 2/11/20

Total Pages of Addendum including Acknowledgement 3

  
Signature

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



Mandatory Pre-Bid Meeting Sign In Sheet 1920-12-003  
 Construction of Coral Reef Park Pathway Extension  
 February 4, 2020 @ 10:00am • Village Hall - 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

	Name (Print Name & Signature)	Phone Number	Company & Contact Info:	Email Address
1	Patricia Santos	305-986-0067	Star Paving	starpaving@aol.com
2	Carlos Montgo	305-696-7902	JVA Engineering	AC@jvaengineering.com
3	Janiel Diaz	305-232-4887	National Concrete Paving	janie@nationalconcretepaving.com
4	Manny Rodriguez	305-234-0627	Persant Construction	manny@persantconstruction.com
5	Armando Bernes	305-885-1330	METRO EXPRESS INC	dellio@metroexpresscorp.com
6	Cesara De Luna	706-319-7635	M & J Consulting Group	cesara@mjgeneralcontractors.com
7	STEFAN LEAL	786-427-4531	BCTE	SLEAL@BCONEN.COM
8	Mario Gonzalez	786 291 2947	Miguelo Inc.	Miguelo@yahoo.com
9	Alejandro Balsinda	786 252 0265	Pabon Engineering	pabonengineering@outlook.com
10	GREG PEERY	305 297 4883	PERAIN INT'L SUCS, INC.	GPEERY@PERAINTL.COM
11	Monica Hernandez	786-251-9291	Coreland Const. Corp.	mh@corelandconstruction.com
12				
13				
14				
15				



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February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 2**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.**

**Village-Answer: Yes, A Florida General Contractor's License is acceptable.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-003

Title of ITB: Construction of Coral Reef Park Pathway Extension

Name of Bidder Metro Express, Inc.

Date Addendum Received 2/14/20

Total Pages of Addendum including Acknowledgement 2

[Signature]  
Signature

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

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)  
No. 1920-12-003  
Construction of Coral Reef Park Pathway Extension**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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: Introduction

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")**  
**CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,655 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS**

**1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid Opening date.

#### 4. INTERPRETATIONS

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

#### 5. BID SECURITY

5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Bids**

### **3.00 Requirement to Meet All Provisions**

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### **3.01 Errors and Omissions in ITB**

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### **Examination of Site**

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

**3.07 No Waiver**

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

**3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

**3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

**3.10 Certification**

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

**3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

**3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

**3.13 Insurance**

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

The Company 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 Company 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.

#### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

#### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

#### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

#### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

**3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

**3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

**3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

**3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

**3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

**3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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.

### **3.30 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 Services – MINIMUM SPECIFICATIONS

### 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 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 project specifications are to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 bid 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 near 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 near 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.

### 4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	<u>Sloping</u>	<u>LF</u>	<u>1</u>	<u>1<sup>00</sup></u>	<u>1<sup>00</sup></u>
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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 Prework 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 Prework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

## **5.0 TECHNICAL SPECIFICATIONS**

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

## Division I

### **SPECIAL PROVISIONS**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

**END OF DIVISION I**

**Division II Allowances****Part 1 – Scope of Work –Special Provisions****1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES****A. Engineer's Duties:**

- 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
- 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
- 3. Transmit Owner's decision to the Contractor.
- 4. Prepare work authorizations and change orders.

**B. Contractor's Duties:**

- 1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION III**

## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION IV**

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## Division V - Prevention, Control, and Abatement of Erosion and Water Pollution

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

##### Article 104-5 Preconstruction Conference

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

**Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE****PART 1 GENERAL****1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

**Division VII - INLETS, MANHOLES AND JUNCTION BOXES****PART 1 GENERAL****1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 425-8.1 New Structures Delete** the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures –** Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

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~~Division VIII – UTILITY RELOCATIONS – Not-Applicable~~

~~PART 1 – SCOPE OF WORK~~

~~1.01 – DEFINITION~~

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 – ALLOWANCE ACCOUNT~~

- ~~A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- ~~B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 – PROCEDURE FOR COMPLETING UTILITY RELOCATIONS –~~

~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

#### ~~1.04 ADJUSTMENT OF COSTS~~

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

#### **PART 2 PRODUCTS**

~~Not Used.~~

**PART 3 EXECUTION**

**3.01 ~~MEASURE AND PAYMENT~~**

~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

**SECTION 6****6.00 Bid Submission Requirements****BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from *Section*:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

**SECTION 7.0: Evaluation and Selection Criteria****7.00 Evaluation Criteria****EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

## SECTION 8.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

### 8.01 Contract Award

#### A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

#### B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

#### C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

“Continued on Next Page”

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: Dale Adams

Name (typed): Dale A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 2/20/20

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**REFERENCES**

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:



### VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension  
1920-12-003

Name of Bidder: Metro Express, Inc.

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: STORM WATER AND PAVING

Initial Value of Contract: \$ 112,271.00 Final Value of Contract: \$ 112,271.00

Was the work performed timely:  Yes \_\_\_ No

Was the work performed to acceptable quality standards:  Yes \_\_\_ No

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

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

Total number of change orders: 0 Were any contractor driven: \_\_\_

Number of RFI's submitted by the vendor: 0

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

#### Comments:

CONTRACTOR AND STAFF VERY RESPONSIVE, JOBS ARE ACCURATE  
STAFF VERY PROFESSIONAL PROJECTS ALWAYS LAND ON TIME

Name of Public Entity/Company: CITY OF MIAMI SPRINGS PUBLIC WORKS

Name of Individual completing this form: THOMAS NASH

Signature: [Signature] Title: DIRECTOR Telephone: 305-805-5170

Email: NASHT@MIAMISPRINGS-FL.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



### VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension  
1920-12-003

Name of Bidder: Metro Express, Inc.

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: Grading Improvement at Intersection of SW 59 Ave / 87 St

Initial Value of Contract: \$28,899.00 Final Value of Contract: \$27,307.20

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: 3 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 0

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

#### Comments:

WORK WAS COMPLETED AHEAD OF SCHEDULE AND UNDER BUDGET  
ALL CHANGE ORDERS WERE OWNER REQUESTED AND CONTRACTOR  
WAS VERY RESPONSIVE TO COMPLETE WITHIN TIMELINE.

Name of Public Entity/Company: CITY OF SOUTH MIAMI

Name of Individual completing this form: AURELIO CARMIGNATES

Signature: *Aurelio Carmignates* Title: CIP PROJECT MANAGER Telephone: 305-405-2063

Email: ACARMIGNATES@SOUTHMIAMI.FL.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension  
1920-12-003

Name of Bidder: Metro Express, Inc.

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: MANTA DRIVE ROADWAY IMPROVEMENT PROJECT

Initial Value of Contract: \$ 357,007.50 Final Value of Contract: \$ 322,316.84

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: 1 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 1

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

**Comments:**

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR.

Name of Public Entity/Company: TOWN OF PALMETTO BAY

Name of Individual completing this form: ALFREDO QUINTERO JR.

Signature: [Signature] Title: PUBLIC WORKS DIRECTOR Telephone: 305 234-9262

Email: AQUINTERO@PALMETTOBAY-FL.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: Delio A. Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Delio A. Trasobares being first duly sworn, deposes and says that:

- (1) He is the, (Owner, Partner, Officer, Representative or Agent) of: Metro Express, Inc. the Company that has submitted the attached Bid;
- (2) He/she is 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 a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: Delio A. Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

Continued on next page.

ACKNOWLEDGMENT

State of Florida

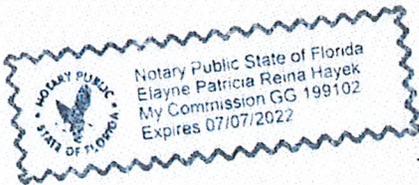
County of Miami Dade

On this 20 day of, <sup>Feb.</sup> 2020 before me, the undersigned Notary Public of the State of Florida personally appeared Delio A. Trasobares 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

[Signature]  
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.



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

Signed, sealed and delivered in the presence:

Signature of Official:   
Name (typed): Delio A. Trascobares  
Title: President  
Company Name: Metro Express, Inc.  
Date: 2/20/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 20 day of Feb., 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Delio A. Trisobares 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

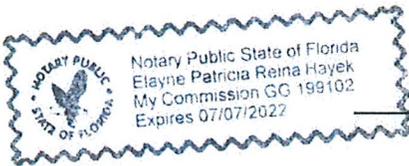
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE

[Handwritten Signature]

\_\_\_\_\_  
(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.

**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: Delio A. Trasobares, President  
*(print individual's name and title)*

for: Metro Express, Inc.  
*(print name of entity submitting sworn statement)*

Whose 9390 NW 109 St. Medley, FL 33178 address  
is: business

and 65-0711071 its Federal Employer Identification Number (FEIN) is:  
*(if applicable)*

*(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 Company, 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, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: *Delio A. Trasobares*  
 Name (typed): Delio A. Trasobares  
 Title: President  
 Company Name: Metro Express, Inc.  
 Date: 2/20/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

On this 20 day of Feb., 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Delio A. Trasobares 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: *Elaynie Patricia Reina Hayek*  
 (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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Delio A. Trasobares 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:

65-0711071

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

Memo Express, Inc.

Continued on next page

Name of Entity, Individual, Partners or Corporation

—

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

9390 NW 109 St. Medley, FL 33178

Street Address Suite Village State Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
<u>Delio A. Trasobares</u>	<u>9390 NW 109 St</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ N/A \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Official: 

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express Inc.

Date: 2/20/20

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 20 day of Feb., 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Delio A. Trascobones 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: [Signature]  
\_\_\_\_\_  
(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.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Metro Express Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-003**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of \_\_\_\_\_:

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: 

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

Attest: 

Print Name: Delio A. Trasobares

Attest: 

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE   }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: *Delio A. Trasobares*

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

**ACKNOWLEDGMENT**

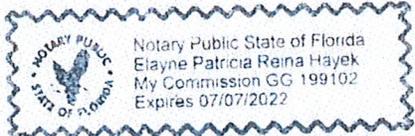
State of Florida

County of Miami-Dade

On this 20 day of Feb, 2020 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

*Elayne Patricia Reina Hayek*  
NOTARY PUBLIC, STATE OF FLORIDA



Continued on next page

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

\_\_\_\_\_  
NO  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on 2/20/20 at Metro Express, Inc.  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: *Delio A. Trasobares*

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above  
**Metro Express Inc.**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**9390 NW 109 St**

City, state, and ZIP code  
**Medley, FL 33178**

List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

65	-	07	11	071
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#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶ **[Signature]**

Date ▶ **2/20/20**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Metro Express, Inc.

Date: 2/20/20

Authorized Signature [Signature]

Title: President.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Metro Express, Inc.

By: Delco A. Trasobares Rueda

Date: 2/20/20

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SECTION 10.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION: Construction of Coral Reef Park Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact 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 Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of amount Bid Dollars (\$ 5%), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the **Construction of Coral Reef Park Pathway Extension** (ITB No. 1920-12-003).

Company: Metro Express, Inc.

Name: Delio A. Trascobares

Signature: [Handwritten Signature]

Title/Position: President

TO THE VILLAGE OF PALMETTO BAY:

That we, Metro Express, Inc., as Principal, and Travelers Casualty and Surety Comp. of America, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of 5% 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).

Continued on next page

SIGNED, SEALED AND DATED THIS 20 DAY OF February, 2020.

Federal Tax I.D.# 65-0711071

CONTRACTOR License I.D.#: GG050965, E-201301

Principal Metro Express, Inc. Surety Travelers Casualty & Surety Company of America

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
Metro Express, Inc. (hereinafter called the Principal), and  
Travelers Casualty and Surety Company of America (hereinafter called the Surety), a Corporation  
 chartered and existing under the laws of the State of CT with its principal offices in the  
Greenwich  
 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  
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 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")  
 Construction of Coral Reef Park Pathway Extension**

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.

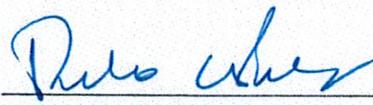
NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the  
 Principal shall within ten (10) days after receipt of notification of the acceptance thereof,  
 execute the Contract in accordance with the Invitation to Bid and Contract Documents and  
 upon the terms, conditions 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 Metro Express, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said Travelers Casualty and Surety Company of America as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 20th day of February, and attested by its See Power of Attorney Attached, A.D., 20 20.

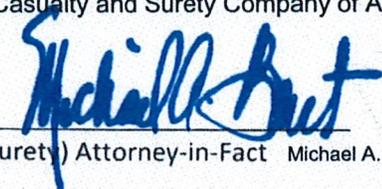
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By:  (Title)  
(Principal)

ATTEST:

See Power of Attorney Attached  
\_\_\_\_\_

Travelers Casualty and Surety Company of America  
By:   
(Surety) Attorney-in-Fact Michael A. Bonet

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

test 1/1/1/1



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael A Bonet** of MIAMI Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20<sup>th</sup> day of February, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**TRASOBARES, DELIO ALBERT**

METRO EXPRESS INC  
9442 N.W. 109 ST  
MEDLEY FL 33178

**LICENSE NUMBER: CGC050965**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**CTQB**  
Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E201301**

**METRO EXPRESS INC**

D.B.A.:

*Delio A. Trasobares*

**TRASOBARES DELIO A**

Is certified under the provisions of Chapter 10 of Miami-Dade County

ALID FOR CONTRACTING UNTIL 05/31/2012

0001

**QUALIFYING TRADE(S)**  
**GENERAL ENGINEERING**

Jaime D. Gascon, P.E.  
Secretary of the Board  
Miami-Dade County retains all property rights herein.

*Jaime D. Gascon*



[www.miamidade.gov/economy](http://www.miamidade.gov/economy)

003027

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

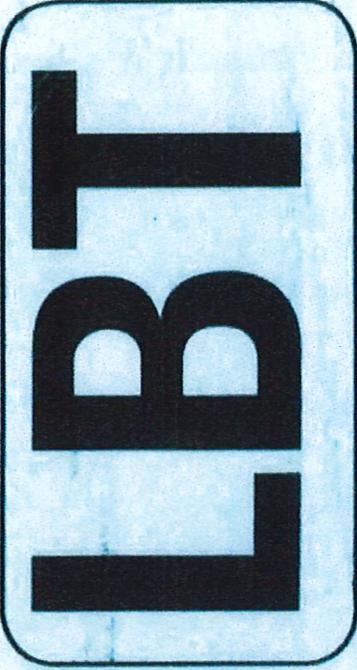
4092169

BUSINESS NAME/LOCATION

METRO EXPRESS INC  
9390 NW 109TH ST  
MEDLEY FL 33178

RECEIPT NO.

RENEWAL  
4272571



**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER

METRO EXPRESS INC

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR  
CGC050965

Worker(s) 10

PAYMENT RECEIVED  
BY TAX COLLECTOR

\$45.00 07/23/2019  
CHECK21-19-065529

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

003476

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4486379

BUSINESS NAME/LOCATION

METRO EXPRESS INC  
9390 NW 109TH ST  
MEDLEY FL 33178

RECEIPT NO.

RENEWAL  
4683810



**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER

METRO EXPRESS INC

Worker(s)

10

SEC. TYPE OF BUSINESS

196 GENERAL ENGINEERING CONTRACTOR  
E201301

PAYMENT RECEIVED  
BY TAX COLLECTOR

\$45.00 07/23/2019  
CHECK21-19-064634

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

PERFORMANCE BOND

PROJECT TITLE: Construction of Coral Reef Park Pathway Extension

CONTRACTOR:

CONTRACT NO: 1920-12-003

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 Coral Reef Park Pathway Extension, 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: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-003**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

Request for Proposal#: 1920-12-003

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 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-subcontractor’s 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

**CONTRACTOR'S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

RFP# 1920-12-003

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

Invitation to Bid#: 1920-12-003

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

**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

Invitation to Bid#: 1920-12-003  
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.

Continued on next page

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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension.**
- (ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_ (Exhibit 2).
- (iii) Required Contract Provisions – Federal-Aid Construction Contracts FHWA 1273.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2
- D. Exhibit 3

## Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the "Goods") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

## Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

**Article 5      Reports**

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

**Article 6      Termination****A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

**Article 7      Hold Harmless and Indemnification of the Village**

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

**Article 8      Term**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

#### Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

#### Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

**Article 18**      **Prohibition Against Contingent Fees**

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Article 19**      **Attorneys Fees**

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

**Article 20**      **Conflict of Interest**

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

**Article 21**      **Binding Effect**

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

**Article 22**      **Entire Agreement**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**Article 23**      **Captions and Paragraph Headings**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**Article 24**      **Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

Star Roving

February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question:** Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*

COPY

**Question:** How far along is the pedestrian bridge? Will the bridge be done by May?

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question:** Going to the scope, what are the specs for the pathways?

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 1/2" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question:** Do you have an estimated budget?

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

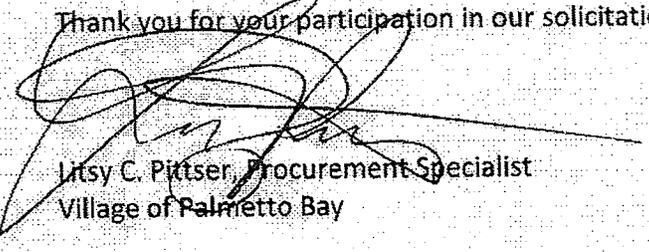
**Question:** For the root barriers does the Village require an arborist?

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1

Amendment of ITB# No.: 1920-12-003

Title of ITB: Construction of Coral Reef Park Pathway Extension

Name of Bidder Star Paving Corporation  
9312 NW 13th BAY #7  
Doral, FL 33172

Date Addendum Received 2/11/2020

Total Pages of Addendum including Acknowledgement 3

  
Signature

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



February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 2**

Prospective Contractors,

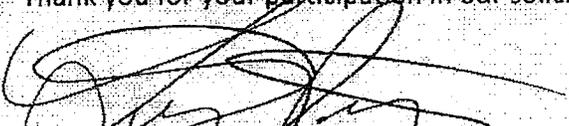
This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.**

**Village-Answer: *Yes, A Florida General Contractor's License is acceptable.***

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-003

Title of ITB: Construction of Coral Reef Park Pathway Extension

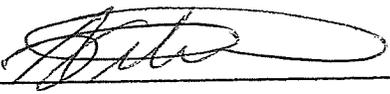
Name of Bidder STAR Mining, Corporation

9312 NW 13<sup>th</sup> #7

DORAL, FL 33172

Date Addendum Received 2/14/2020

Total Pages of Addendum including Acknowledgement 2

  
Signature

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

# Invitation to Bid

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

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**TITLE:**

Construction of Coral Reef Park Pathway Extension

**ITB NO.:**

1920-12-003

**GRANT: DEP: T15015**

Dept. of Environmental Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:** Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)**  
**No. 1920-12-003**  
**Construction of Coral Reef Park Pathway Extension**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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: Introduction

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")  
CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,655 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS****1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid Opening date.

#### 4. INTERPRETATIONS

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

#### 5. BID SECURITY

- 5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.
- 5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### Examination of Site

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### 3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### 3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

The Company 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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

**3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

**3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

**3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

**3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

**3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

**3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):  
[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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.

### **3.30 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 Services – MINIMUM SPECIFICATIONS

### 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 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 project specifications are to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 bid 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 near 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 near 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.

#### 4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

*N/A*

<u>TRENCH SAFETY MEASURE (DESCRIPTION)</u>	<u>UNITS OF MEASURE (LF, SY)</u>	<u>UNIT (QUANTITY)</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,655 linear feet, 10 feet wide asphalt Pathway 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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 Pework 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 Pework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

**5.0 TECHNICAL SPECIFICATIONS**

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

## Division I

### **SPECIAL PROVISIONS**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

**END OF DIVISION I**

**Division II Allowances****Part 1 – Scope of Work –Special Provisions****1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES****A. Engineer's Duties:**

1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities

3. Transmit Owner's decision to the Contractor.

4. Prepare work authorizations and change orders.

**B. Contractor's Duties:**

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION****3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION III**

## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION IV**

## **Division V - Prevention, Control, and Abatement of Erosion and Water Pollution**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

##### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

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## Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

## Division VII - INLETS, MANHOLES AND JUNCTION BOXES

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 425-8.1 New Structures** Delete the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

~~Division VIII UTILITY RELOCATIONS – Not-Applicable~~~~PART 1 SCOPE OF WORK~~~~1.01 DEFINITION~~

- A. ~~Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 ALLOWANCE ACCOUNT~~

- A. ~~Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- B. ~~At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS~~~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

#### ~~1.04 ADJUSTMENT OF COSTS~~

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

#### ~~PART 2 PRODUCTS~~

~~Not Used.~~

**PART 3 EXECUTION****3.01 ~~MEASURE AND PAYMENT~~**

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

**SECTION 6****6.00 Bid Submission Requirements****BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

**SECTION 7.0: Evaluation and Selection Criteria****7.00 Evaluation Criteria****EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

**SECTION 8.0: Schedule of Events**

The anticipated schedule for selection of Company is shown below:

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**8.01 Contract Award****A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**"Continued on Next Page"**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

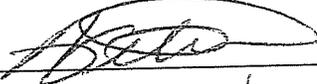
**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: 

Name (typed): Abel T. Mendez

Title: President

Company: STAR PAVING, CORPORATION

Date: 2/17/2020.

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Striping	Pavement, MARKING & SIGNS	8039 opa locka rd / opa locka, FL 33054	786-431-6788

**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested below:



# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: STAR PAVING CORPORATION

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:



Title/Scope of Work:

Surf Styling Garage - 1155 Collins Ave. Miami Beach.  
Site drainage, man box, french drain, curb cutout, 3115 work, ASPHALT RESTORATION.

Initial Value of Contract: \$ 59,500.00 Final Value of Contract: \$ 106,242.25

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

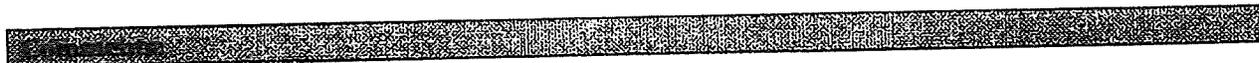
Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?  Yes  No

Total number of change orders: 3 Were any contractor driven: None - added scope

Number of RFI's submitted by the vendor: 2

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

\_\_\_\_\_  
\_\_\_\_\_



same comments from other references apply

Name of Public Entity/Company: CUESTA CONSTRUCTION

Name of Individual completing this form: ALEX LORENZO

Signature: [Signature] Title: CONST. MANAGER Telephone: 305-219-8932

Email: Alex@cuestaconstruction.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Coral Reef Park Extension

Name of Bidder: STAR Paving Corporation

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:

Title/Scope of Work:

Paving & Drainage

Initial Value of Contract: 650,000 Final Value of Contract: 671,000

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: 1 Were any contractor driven: None

Number of RFI's submitted by the vendor: 7

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

Very reliable company works well with other subs

Name of Public Entity/Company:

Name of Individual completing this form:

Signature: [Signature] Title: President

Telephone: (2) 875-3239

Email: JCP@EVC-Drillsmith.net

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: STAR PAVING CORPORATION

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:

Title/Scope of Work:

Homestead Readiness - Army

Demolition, concrete work, duct bank excavation, asphalt restoration

Initial Value of Contract: \$150,000.00 Final Value of Contract: Same

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No

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

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

Total number of change orders: 0 Were any contractor driven: --

Number of RFI's submitted by the vendor: --

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

Name of Public Entity/Company:

Army Reserve - Stonehenge Construction, LLC

Name of Individual completing this form:

Eduardo Vilchez

Signature:  Title: Senior Project manager Telephone: 786-367-2766

Email: evilchez@shc-us.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: 

Name (typed): Abree T. Mendez

Title: President

Company Name: STAR PAVING, CORPORATION

Date: 2/17/2020



ACKNOWLEDGMENT

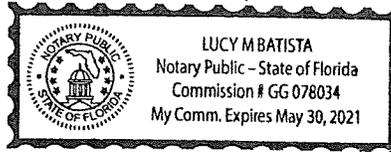
State of Florida

County of Miami-Dade

On this 17<sup>th</sup> day of Feb, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. Mendez 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

Lucy M Batista  
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 Abel T. Mendez

For STAR PAVING CORPORATION

Whose business address is: 9312 NW 13ST #7 DORAL, FL 33172

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2270057

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or guilty or nab contenders.

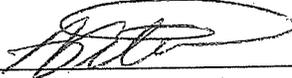
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

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

Signed, sealed and delivered in the presence: \_\_\_\_\_

Signature of Official: 

Name (typed): Abel T. Mendez

Title: President

Company Name: STAR Paving, Corporation

Date: 2/17/2020

CONTINUED ON FOLLOWING PAGE

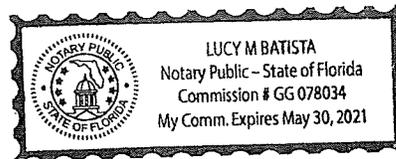
ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 17<sup>th</sup> day of, February, 2020, 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  
[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE [Signature]  
(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.

**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: Abel T. Mendez - President  
(print individual's name and title)

for: Star Paving Corporation  
(print name of entity submitting sworn statement)

Whose business address  
is: 9312 NW 135th Bay # 7 Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-2270057

(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 Company, 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.

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Signature of Official: *[Signature]*

Name (typed): Abel T. mendez

Title: President

Company Name: STAR Paving Corporation

Date: 2/17/2020

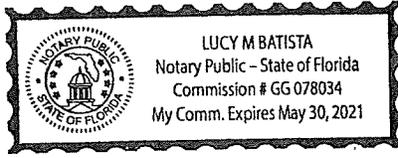
**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

On this 17<sup>th</sup> day of Feb. 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. mendez 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  
*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE: *[Signature]*

(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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Abel T. Mendez being first duly sworn

state: STAR PAVING CORPORATION 9312 NW 13<sup>ST</sup> BAY DR DORAL, FL 33172

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:

STAR PAVING CORPORATION 9312 NW 13<sup>ST</sup> BAY DR DORAL, FL 33172

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

59-2270057

Continued on next page

Name of Entity, Individual, Partners or Corporation

STAR PAVING, CORPORATION

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

9312 NW 135TH #7 DORAL, FL 33172

Street Address Suite Village State Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Abel T. mendez	2135 SW 98th Ave Miami, FL	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, 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:

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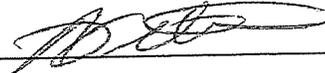
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Signature of Official: 

Name (typed): Abel T. mendez

Title: President

Company Name: STAR PAVING, CORPORATION

Date: 01/17/2020

ACKNOWLEDGMENT

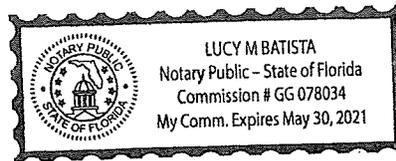
State of Florida

County of Miami-Dade

On this 17<sup>th</sup> day of February, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. Mendez 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

Lucy M. Batista  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:

Lucy M. Batista

(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.



**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE   }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Star Paving Corporation or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: *[Signature]*

Name (typed): Abel T. mendez.

Title: President

Company Name: Star Paving Corporation

Date: 2/17/2020.

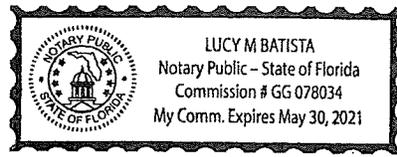
**ACKNOWLEDGMENT**

State of Florida

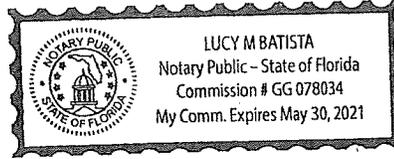
County of Miami Dade

On this 17<sup>th</sup> day of Feb, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abel T mendez 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  
*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA



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NOTARY PUBLIC

SEAL OF OFFICE:

*Lucy M. Batista*

(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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on 17th at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Abel T. Mendez

Title: President

Company Name: STAR PAVING CORPORATION

Date: 2/17/2020

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above  
*STAR Paving, Corporation*

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
*9312 NW 13th BAY #7*

City, state, and ZIP code  
*DONALD, FL 33178*

Requester's name and address (optional)

List account number(s) here (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-				
--	--	--	---	--	--	--	--

Employer identification number

59	-	22	70	05	7
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person ▶ *[Signature]* Date ▶ *2/17/2020*

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Star Paving Corporation

Date: 2/17/2020

Authorized Signature [Signature]

Title: President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS (Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Star Paving Corporation

By: [Signature]

Date: 2/17/2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION 10.0: Other Forms

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: STAR Paving Corporation  
Company

9312 NW 175th BAY 7 Doral, FL 33172  
Address

ATT: Abel T. Mendez - President  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Park Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) 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 Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Pathway Extension**  
ITB No. 1920-12-003 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

See Attached

**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 **Construction of Coral Reef Park Pathway Extension** (ITB No. 1920-12-003).

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 known, 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).

Continued on next page

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, Star Paving Corporation \_\_\_\_\_ (hereinafter called the Principal), and NGM Insurance Company \_\_\_\_\_ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida 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 Five Percent of Amount Bid \_\_\_\_\_ Dollars (\$ 5% of Amount Bid ), 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")  
Construction of Coral Reef Park Pathway Extension**

for said Village, and;

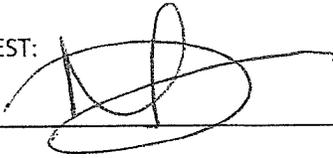
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

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.

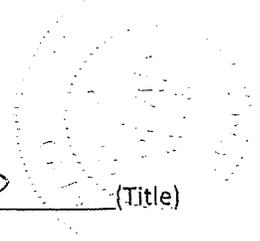
IN WITNESS WHEREOF, THE said Star Paving Corporation, as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said NGM Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its attorney-in-fact, under its corporate seal, this 20th day of February, 2020, and attested by its power of attorney February 20, A.D., 20 20.

ATTEST:

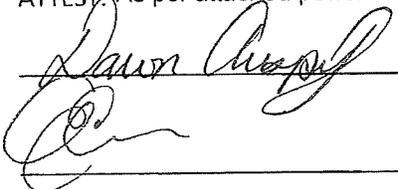
  
\_\_\_\_\_

Star Paving Corporation

By:  \_\_\_\_\_ (Title)  
(Principal)

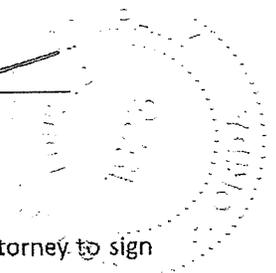


ATTEST- As per attached power of attorney

  
\_\_\_\_\_

NGM Insurance Company

By:  \_\_\_\_\_  
Warren M. Alter (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).



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Warren M Alter, David T Satine, Dawn Auspitz, Doreen Marie Shearin, Jonathan Bursevich** \_\_\_\_\_

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. **No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President, General  
Counsel and Secretary

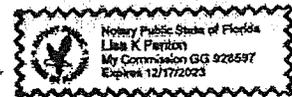


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Loa K. Peute*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 20th day of February, 2020

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



PERFORMANCE BOND

PROJECT TITLE: Construction of Coral Reef Park Pathway Extension

CONTRACTOR:

CONTRACT NO: 1920-12-003

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 Coral Reef Park Pathway Extension, 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: \_\_\_\_\_  
Address: \_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-003**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Principal

Surety

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR'S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension

Request for Proposal#: 1920-12-003

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 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-subcontractor's 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

**CONTRACTOR'S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

RFP# 1920-12-003

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

Invitation to Bid#: 1920-12-003

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

**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension**

Invitation to Bid#: 1920-12-003  
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.

Continued on next page

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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension.**

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_ (Exhibit 2).

(iii) Required Contract Provisions – Federal-Aid Construction Contracts FHWA 1273.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2
- D. Exhibit 3

## Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the "Goods") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

## Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

Article 6      Termination**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ 67,000.<sup>00</sup>/<sub>100</sub>

Contract Price (in words) Sixty Seven thousand dollars and zero cents.

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

\_\_\_\_\_  
Print Name

Interim Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

*Palmetto*

ATTACHMENT Dc

## Invitation to Bid

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



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**TITLE:**

Construction of Coral Reef Park Pathway Extension

**ITB NO.:**

**1920-12-003**

**GRANT: DEP: T15015**

Dept. of Environmental Protection

**DUE DATE:**

**Thursday, February 20, 2020**

**on or before 3:00 p.m. EST  
Municipal Building**

**ISSUED:**

**Wednesday, January 22, 2020**

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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Pabon Engineering, Inc. has been in business since 2001. We pride ourselves in our quality, performance and dedication.

Pabon Engineering, Inc. holds the Certification as an Underground Utility and Excavation Contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes [CUC 1223949], and a Miami Dade County CTQB Concrete and Paving License. [E1800135]

Pabon Engineering has well-trained and a competent organization which has done work of similar character and value.

Alejandro Balsinde, Project Manager – Oversee project, plan, budget, keep track of supplies. Experience 10 years.

Emily Cortes, Traffic Control Planner – Oversee traffic safety and MOT designs, assist with project management. Experience: 4 years

Jesus Martinez, Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 years

Porfirio Martinez, Crew Foreman – Oversee and direct pipe laying operation. Experience: 20 years

Mauro Velasquez, Pipe Layer – Experience: 20 years.

Juan C. Felipe, Excavator Operator – Experience 25 years.

Damien Lucero, Excavator Operator – Experience 15 years.

Jimmy Ramirez, Excavator Operator – Experience 25 years.

Celso Perez, Milling Operator – Experience 15 years.

Pabon Engineering will have available adequate equipment and facilities:

Including: Excavators, Loaders, Mini excavators, Work Trucks, Skid Steers, Milling machine, etc.

Our corporate facility/office is located at 13028 SW 128 Street, Miami, FL 33186.

Contacts: Anibal Pabon, President 305-218-3547, Alejandro Balsinde, Project Manager 305-297-4883

Corporate Officers:

Anibal Pabon - President – Executive who will give his personal attention to this work.

Milagro Pabon – Secretary – Office Manager overseeing daily office duties.

Detailed financial information relating to the resources of Pabon Engineering.

(Financial Statement to be provided upon request.)

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 2/19/20

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
TBD .			



VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: 42" HDPE & PCCP along North Miami Avenue

Name of Bidder: Pabon Engineering, Inc.

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: Milling and overlay, approximately 20,000 sy

Initial Value of Contract: \$180,000.00 Final Value of Contract: \$180,000.00

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

Was the work performed to acceptable quality standards: [checked] Yes [ ] No

Would you enter into a contract with the vendor in the future? [checked] Yes [ ] No

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

Total number of change orders: No Were any contractor driven: No

Number of RFI's submitted by the vendor: No

If you responded no to any of the above, please provide details: There were no changes to the original scope of work.

Comments:

Name of Public Entity/Company: Metro Equipment Service, Inc.

Name of Individual completing this form: Roberto Ponce De Leon

Signature: [Signature] Title: Project Manager Telephone: 305-740-3303

Email: rp@mesinc.us

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: Pabon Engineering, Inc.

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:  
Miami-Dade WASD RPQ T-2501; Asphalt milling, installation of leveling course, and resurfacing

Initial Value of Contract: \$78,400.00 Final Value of Contract: \$78,400.00

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No

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

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

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

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

None.

### Comments:

We highly recommend Pabon Engineering, Inc. for all asphalt milling/resurfacing and underground construction scopes.

Name of Public Entity/Company:  
R.P. Utility & Excavation Corp.

Name of Individual completing this form:  
Javier Garzon

Signature: [Signature] Title: VP Telephone: 786-577-6666

Email: javier@rpucorp.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: Pobon Engineering, Inc.

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: Concrete Installation

Initial Value of Contract: \$50,000 Final Value of Contract: \$60,000

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: 1 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 0

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

### Comments:

Pleasure to work with  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: Zoo Miami

Name of Individual completing this form: Francela Reyes

Signature: [Signature] Title: Zoo operation Specialist Telephone: (305) 251-0400

Email: Francela.Reyes@miamidade.gov ext. 50-84925

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 2/19/20

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Anibal Pabon being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Pabon Engineering, Inc. the Company that has submitted the attached Bid;
- (2) He/she is 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 a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 2/19/20

Continued on next page.

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Emily Cortes  
(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 Anibal Pabon

For Pabon Engineering, Inc.

Whose business address is: 1.3028 SW 128 St. Miami FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc

Date: 2/19/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabor 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

*Emily Cortes*  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:

Emily Cortes

(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.

**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: Anibal Pabon, President  
(print individual's name and title)

for: Pabon Engineering, Inc.  
(print name of entity submitting sworn statement)

Whose business address is: 13028 SW 128 ST Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

(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 Company, 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.

Continued on next page.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 2/19/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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: Emily Cortes  
 (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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Anibal Pabon 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:

01-0569389  
Federal Employer Identification Number (If none, Social Security Number)

Pabon Engineering, Inc.

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

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

13028 SW 128 St. Miami, FL 33184  
*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Anibal Pabon	18955 SW 136 Ave. Miami	33177 100 %
Milagro Pabon	18955 SW 136 Ave. Miami	33177 %
		%

- 2. The full legal names and business address of any other individual (other than sub-contractors, 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:

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Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 2/19/20

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabor 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  
[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:  
Emily Cortes

(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.

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Pabon Engineering, Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-003**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: 

Name (typed): Anibal Pabon

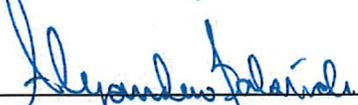
Title: President

Company Name: Pabon Engineering, Inc.

Date: 2/19/20

Attest: Milagro Pabon

Print Name: Milagro Pabon

Attest: 

Print Name: Alejandro Balsinde

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Pabon Engineering, Inc or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc

Date: 2/19/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami - Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

Continued on next page



NOTARY PUBLIC

SEAL OF OFFICE:

Emily Cortes

(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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on 2/19/20 at 13028 SW 128 St, Miami FL 33186  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering

Date: 2/19/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
Pabon Engineering, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
13028 SW 128 ST.

City, state, and ZIP code  
Miami FL 33186

List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

01	-	0569389
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#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ 2/19/20

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Anibal Pabon

Date: 2/20/20

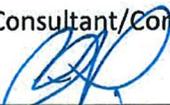
Authorized Signature: 

Title: President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Anibal Pabon / Pabon Engineering, Inc

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

Date: 5/19/20 \_\_\_\_\_

Title: President \_\_\_\_\_

**Instructions for Certification**

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BID SECURITY FORM**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Amount Bid Dollars (5% of Amount Bid), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the **Construction of Coral Reef Park Pathway Extension** (ITB No. 1920-12-003).

Company:

Pabon Engineering, Inc.

Name:

Anibal Pabon

Signature:



Title/Position:

President

**TO THE VILLAGE OF PALMETTO BAY:**

That we, Pabon Engineering, Inc., as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of Five Percent of Amount Bid 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).

Continued on next page

SIGNED, SEALED AND DATED THIS 20th DAY OF February, 2020.

Federal Tax I.D.# 01-0569389

CONTRACTOR License I.D.#: CUC1223949

Principal   
Pabon Engineering, Inc.

Surety   
The Cincinnati Insurance Company  
Jonathan A. Bursevich, Attorney-in-Fact

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
Pabon Engineering, Inc. (hereinafter called the Principal), and  
The Cincinnati Insurance Company (hereinafter called the Surety), a Corporation  
chartered and existing under the laws of the State of Ohio 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  
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid ),  
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")**  
**Construction of Coral Reef Park Pathway Extension**

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 Pabon Engineering, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said The Cincinnati Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 20th day of February, 2020, and attested by its \_\_\_\_\_, A.D., 2020.

ATTEST:

Milagros Pabon

Jonathan A. Bursevich

Pabon Engineering, Inc.

By: [Signature] (Title)  
(Principal)

ATTEST:

As Per Attached Power of Attorney

The Cincinnati Insurance Company

By: [Signature]  
(Surety) Attorney-in-Fact  
Jonathan A. Bursevich

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 20th day of February, 2020.



Signature of Secretary

Secretary

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	N/A				
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

Article 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ 99,900.00

Contract Price (in words) Ninety Nine Thousand Nine Hundred Dollars and zero cents.

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

Pabon Engineering, Inc

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

ADDRESS

13028 SW 128 ST.  
Miami, FL 33186

BY \_\_\_\_\_

BY 

Gregory H. Truitt

Anibal Pabon

Print Name

Print Name

Interim Village Manager

President

Title

Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

  
Witness

APPROVED AS TO FORM BY

Milagro Pabon  
Print Name

\_\_\_\_\_  
Village Attorney

**"EXHIBIT "A"**

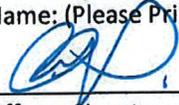
**BID SHEET**

**ITB# 1920-12-003 Construction of Coral Reef Park Pathway Extension**

Lump Sum: \$ 99,900.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Anibal Rabon  
Name: (Please Print)

 President 2/19/20  
Offeror Signature Title: Date:



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February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question: Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?**

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*

**Question: How far along is the pedestrian bridge? Will the bridge be done by May?**

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question: Going to the scope, what are the specs for the pathways?**

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 ½" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question: Do you have an estimated budget?**

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

**Question: For the root barriers does the Village require an arborist?**

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.



Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



---

**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of ITB# No.: 1920-12-003**

**Title of ITB: Construction of Coral Reef Park Pathway Extension**

Name of Bidder Pabon Engineering, Inc.

Date Addendum Received 2/11/20

Total Pages of Addendum including Acknowledgement 3

  
Signature

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



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February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-003  
Construction of Coral Reef Park Pathway Extension

**ADDENDUM NO. 2**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.**

**Village-Answer: Yes, A Florida General Contractor's License is acceptable.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-003

Title of ITB: Construction of Coral Reef Park Pathway Extension

Name of Bidder Palon Engineering, Inc.

Date Addendum Received 2/14/20

Total Pages of Addendum including Acknowledgement 2

  
Signature

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

## DEP AGREEMENT NO. T1515

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RECREATIONAL TRAILS PROGRAM  
AGREEMENT FOR FISCAL YEAR 2016-2017  
Coral Reef Park Trail Extension

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.) between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the VILLAGE OF PALMETTO BAY, whose address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (hereinafter referred to as "Grantee"), a local government agency, in furtherance of an approved public recreational trail project known as Coral Reef Park Trail Extension, Project Number T15015. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

WHEREAS, the Department is authorized to administer the Recreational Trails Program (RTP), in accordance with 23 United States Code (U.S.C.) §206 and Paragraph 260.016(1)(g), F.S.; and,

WHEREAS, the Department received federal financial assistance from the U.S. Federal Highway Administration (FHWA) pursuant to Federal-Aid Project Agreement No. RECT015 for the purposes of administering RTP funds for recreational trail projects; and,

WHEREAS, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.), as recommended by the RTP Advisory Committee's priority list and with final approval by the FHWA, the Grantee is a subrecipient of the RTP federal funds being administered and monitored by the Department. Thus the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to paragraph §260.016, F.S. and Chapter 62S-2, F.A.C., the parties hereto agree as follows:

1. **TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in Attachment A, Project Work Plan, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at <http://www.dep.state.fl.us/pwt/grants/> or by contacting the Department's Grant Manager.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, OGT-11, incorporated herein by reference. Upon satisfactory approval by the Department, the Department will issue written notice to proceed to the Grantee to commence the Project. The Grantee shall commence Task Performance within ninety (90) days after the notice to proceed is issued by the Department, unless the Grantee requests an extension in writing for good cause such as natural disaster, which the Department may accept or reject in its sole discretion.

The Department shall terminate this Project Agreement if the Commencement-Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. This time period may be extended by the Department for good cause, such as natural disaster pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C.. Unless and until the Department issues written notice of approval authorizing Grantee to commence the Project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period except for pre-agreement costs as more fully described pursuant to paragraphs 62S-2.075(3)(a)-(b), F.A.C.

The Grantee agrees to dedicate for ninety-nine (99) years the Project Site(s) and all land within the Project boundaries, which is developed or acquired with RTP funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the completion date set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after project completion date; and must contain a clause which enables the Grantee to dedicate the land for the twenty-five (25) year period. The dedication must be recorded in the public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. The Grantee shall obtain Department approval prior to any and all current or future development of facilities on the Project Site(s), which is defined in subsection 62S-2.070(37), F.A.C. This Agreement is not transferable.

2. **PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect no later than two years from the effective date of this Agreement, inclusive. At the written request of the Grantee, the Department may extend this period for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond the Grantee's control. The Grantee shall be limited to two (2) one-year extensions, which requires a formal Amendment to this Agreement. All funds not disbursed after four (4) years shall revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C.. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, except for those pre-agreement expenses as more fully defined in subparagraphs 62S-2.075(3)(a)-(b), and as further provided for herein.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to RTP guidelines, and approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the RTP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost-reimbursement basis up to a maximum of \$200,000 towards the total estimated project cost of \$400,000. The parties hereto understand and agree that this Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000 through cash or in-kind service cost towards the Project funded under this Agreement. The Grantee will report all expenditures that are funded under this Agreement to the Department in the Payment Request Summary Form, DRP-115, incorporated herein by reference, and provide supporting documentation. RTP funds remaining after termination of a grant award or completion of project shall revert to the State's program funds under the provisions of the federal Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) and subsection 62S-2.075(6), F.A.C. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.

- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
- i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each Deliverable identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Payment Request Summary Form, DRP-115. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/andir/reference\\_guide/](http://www.myfloridacfo.com/andir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department sixty (60) calendar days following to the completion date of the Agreement, to assure the availability of funds for payment.
- D. Project Costs, Pre-Agreement Costs and Cost Limits: Payment of project costs shall be reimbursed as provided for pursuant to Rule 62S-2.075, F.A.C., and as provided in this Agreement. Costs shall be incurred between the effective date of, and the project completion date identified in, this Agreement except for pre-agreement costs approved by the Department. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and project signs are eligible project expenses. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, and project inspection, are eligible project costs provided that such costs do not exceed fifteen (15) percent of the total Project cost.
- E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in Attachment B, Contract Payment Requirements. The Payment Request Summary Form, DRP-115, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Salaries/Wages (Grantee Labor) –The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in the Grantee's submitted and approved Detailed Budget to be established in Attachment A, Project Work Plan, Task 1.
  - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

- a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
  - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:
- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
  - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.
- v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is subject to specific approval of the Department and is governed by Paragraph 23 of this Agreement. Include copies of invoices or receipts to document authorized purchases, if applicable.
- vi. Other Expenses (Direct Purchases: Materials and Supplies, Grantee Stock) – For example, materials, supplies, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department

in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/); allowable costs for Federal Programs, awarded prior to December 26, 2014, can be found under 48 Code of Federal Regulations (CFR) Part 31 and 45 CFR Part 74, Appendix E, at <http://www.ecfr.gov> and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>; for all Federal Programs awarded after December 26, 2014, allowable costs and uniform administrative requirements can be found under 2 CFR 200 and 2 CFR 1201, at <http://www.ecfr.gov>.

- G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

<b>For Federal Awards made PRIOR to December 26, 2014</b>	
<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

<b>For Federal Awards made AFTER December 26, 2014</b>	
<b>Organization Type</b>	<b>Applicable Cost Principles</b>
State, local or Indian tribal government.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200, Appendix VIII.	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
Education Institutions	2 CFR Part 200 Uniform Administrative Requirements, Costs, Principals and Audit Requirements for Federal Awards
For-profit organization other than a (1) hospital or (2) education institute.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	2 CFR 200 and 45 CFR Subtitle A Part 75

- H.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
- I. The federal funds awarded under this Agreement must comply with *The Federal Funding Accountability and Transparency Act (FFATA) of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.U.S.A.Spending.gov](http://www.U.S.A.Spending.gov). Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement
- J. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation by the FHWA and/or appropriation by the Florida Legislature. The Department shall distribute RTP funds as reimbursement grants to applicants eligible pursuant to subsection 62S-2.071(1), F.A.C.. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if federal funding and/or Florida Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize the Project Status Report, DRP-109, incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant

Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment, the Grantee shall complete and submit all documentation described in the Project Completion Documentation Checklist, incorporated herein by reference, pursuant to RTP requirements as set forth in subsection 62S-2.075(5), F.A.C.

The Department shall perform an on-site inspection of the project site to ensure compliance with the project agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the project is open and available for use by the public. Project must be designated complete prior to release of final reimbursement. In order to certify completion, the Grantee shall submit to the Department a Project Completion Certificate, OGT-14, effective date May 1, 2001, hereby incorporated by reference and available from the Department's Office of Operations, Land and Recreation Grants Section, 3900 Commonwealth Boulevard, Mail Station 550, Tallahassee, Florida 32399-3000, (850) 245-2501 or online at <http://www.dep.state.fl.us/gwt/grants/>.

8. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

**10. REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
  - iii. Wholly or partly suspend or terminate this Agreement.
  - iv. Withhold further awards for the project or program.
  - v. Take other remedies that may be legally available.
  - vi. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.
    - a. The costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.
    - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.
- C. If the Grantee materially fails to comply with the terms stated in this Agreement or Chapter 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). If the Grantee, fails to comply with this provision, the Department shall declare the Grantee ineligible for further participation in RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076 (4).

The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689 issued by the President of the United States.

**11. RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The United States Department of Transportation (U.S. DOT), the FHWA, U.S. DOT Office of Inspector General, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

- D. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- E. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment C, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment C summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment C. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment C, Exhibit 1 when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:  

<https://apps.fldfs.com/vsaa>
- C. For federal financial assistance, if the Grantee is a For-Profit entity then it is exempt from the Federal Single Audit Act provisions contained in Attachment C, Special Audit Requirements, pursuant to 2 CFR §200.501(h). For state financial assistance, if the Grantee is one of the following entities: a district school board, charter school, Florida College System Institution (including a community college), public university, government outside of Florida, or a Federal agency, then it is exempt from the Florida Single Audit Act provisions contained in Attachment C, Special Audit Requirements, per Section 215.97, F.S., Florida Single Audit Act.

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

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- C. The Grantee agrees to comply with the procurement requirements contained in 23 CFR § 172.5 for its selection of subcontractors.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

15. **SIGNAGE:**

The Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

16. **LOBBYING PROHIBITION:**

- A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If this Agreement is for more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Attachment D, Standard Form-LLL, "Disclosure of Lobbying Activities" (attached hereto and made a part hereof, if applicable), in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

- C. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients certify accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- F. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. **COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 19.

19. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Pamela Lister or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2065
Fax No.:	N/A
E-mail Address:	Pamela.Lister@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Olga Cadaval or Successor	
HR Director	
Village of Palmetto Bay	
9705 East Hibiscus Street,	
Palmetto Bay, Florida 33157	
Telephone No.:	(305) 259-1234
Fax No.:	(305) 259-1290
E-mail Address:	Ocadaval@palmettobay-fl.gov

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

20. **INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
  - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
  - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

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

\$300,000      Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

21. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required. As required by 2 CFR §200.112, the FHWA has established a Conflict of Interest (COI) policy for disclosure of conflicts of interests that may affect FHWA financial assistance awards. The COI policy is available at the following website and is applicable to individuals and non-Federal entities requesting and receiving FHWA financial assistance on or after December 26, 2014: <http://www.fhwa.dot.gov/aaa/generaltermsconditions.cfm>

22. **UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. **EQUIPMENT:**

Reimbursement for equipment purchases are not authorized under this Agreement.

24. **QUALITY ASSURANCE REQUIREMENTS:**

Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a project's compliance with all pertinent federal environmental laws. The Grantee's compliance with the Florida Department of Transportation's Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference, constitutes compliance with NEPA standards as more fully implemented pursuant to subsection 62S-2.074 (1), F.A.C.

25. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement. In accordance with FHWA requirements (49 CFR §26.13), the Grantee, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Grantee to carry out these requirements is a material breach of this

Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the Grantee from future bidding as non-responsible.

- B. Facilities or programs funded in whole or in part by RTP funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition.
- C. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide 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 of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
- D. Grantee agrees to comply with the Americans With Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- E. Grantee must identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

26. **LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

27. **DEBARMENT/SUSPENSION:**

In accordance with Executive Order 12549, Debarment and Suspension (2 CFR 180 and 1200), issued by the President of the United States, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by FHWA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

28. **COPYRIGHT, PATENT AND TRADEMARK:**

- A. The FHWA and the Department, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.
- ii. Any right or copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
- iii. All patent rights, copyrights and data rights must be in accordance with 37 CFR Part 401 and 35 U.S.C. §200-12, as applicable.

- B. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. RECT015."

All materials must also contain the following:

"Any opinion, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Highway Administration."

**29. CONTRACT PROVISIONS AND REGULATIONS:**

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in both Attachment E, Federal Contract Provisions, and Attachment F, Required Contract Provisions, FHWA-1273, both attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in Attachment G, Regulations, attached hereto and made a part hereof, shall apply to this Agreement.

**30. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**31. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

**D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49  
Tallahassee, FL 32399**

32. **SCRUTINIZED COMPANIES:**

In executing this Agreement, the Grantee (or affiliate, subcontractor) certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016), created pursuant to section 215.473, F.S. Pursuant to subsection 287.135(5), F.S., the Grantee (or affiliate, subcontractor) agrees the Department may immediately terminate this Agreement for cause if the Grantee (or affiliate, subcontractor) is found to have submitted a false certification or if the Grantee (or affiliate, subcontractor) is placed on the Scrutinized Companies list during the term of the Agreement.

33. **EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

34. **SEVERABILITY CLAUSE:**

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

35. **ENTIRE AGREEMENT:**

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF PALMETTO BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
Signature of Person Authorized to Sign

By: [Signature]  
Secretary or designee

Edward Silva, Village Manager  
Print Name and Title

Bryan Bradner  
Print Name and Title

Date: 10/3/2016

Date: 10-6-16

Address:  
9705 East Hibiscus St.  
Palmetto Bay, FL 33157

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

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

Approved as to form and legality:

[Signature] 8/6/2016  
DEP Attorney

\_\_\_\_\_  
Grantee Attorney

FEID No.: 05-0541068

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Disclosure of Lobbying Activities (2 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Federal Contract Provisions (7 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Required Contract Provisions, FHWA-1273 (12 Pages)</u>
<u>Attachment</u>	<u>G</u>	<u>Regulations (1 Page)</u>

**ATTACHMENT A**  
**PROJECT WORK PLAN**  
**RECREATIONAL TRAILS PROGRAM (RTP)**

Project Name: Coral Reef Park Trail Extension  
 Grantee Name: Village of Palmetto Bay  
 RTP Project # T15015

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Florida Administrative Code (F.A.C.), Chapter 62S-2 and the FHWA Recreational Trails Program Interim Guidance Manual. All work must be completed in accordance with local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to issuance of a Notice to Proceed, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Project is designated complete by the Department upon receipt and approval of all deliverables and when project site is open and available for use by the public for outdoor recreation purpose. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department. The final payment of the retained 10% will be processed within 30 days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at 7895 SW 152nd Street, Palmetto Bay, FL and is a Nonmotorized / Diverse project.

**Budget:** Reimbursement for allowable costs for the Project shall not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services and shall be supported by the same level of detail for match as for reimbursement. The total estimated project cost provided below is based on the approved RTP Application. A detailed project budget will be provided in the Deliverables for Task 1, prior to the Department providing the Notice to Proceed. All final project costs shall be submitted to the Department with the payment request.

<b>Maximum Grant Award Amount:</b>	<b>\$200,000</b>
<b>Required Grantee Match Amount:</b>	<b>\$200,000</b>
<b>Total estimated Project Cost:</b>	<b>\$400,000</b>
<b>Match Ratio:</b>	<b>50:50</b>

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1a. Development of Site Plan 1b. Completion of Project Development and Environmental Survey (PD&E) 1c. Completion of Permitting	<b>DELIVERABLE 1</b> The Grantee will be given Notice to Proceed upon receipt and approval of: <ul style="list-style-type: none"> <li>• All applicable project specific Commencement documentation, Form OGT-11<sup>2</sup></li> <li>• Schedule of Values Form, with supporting Bid Documents and/or In-House Cost Schedule(s)</li> </ul>	180 Days after Execution of Agreement <sup>2</sup>	The Department shall terminate the project agreement if the required deliverables are not submitted and approved by the Department.

<p>1d. Completion of Construction Bid Process and/or In-House Cost Schedule(s)</p> <p>1e. Certified Survey and Legal Description of Project Site</p>	<p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed 15% of total project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>	
<p><b>TASK 2</b></p> <p>Planning, design, engineering, and construction of one 200 linear foot (+/- 10%) concrete pedestrian bridge and 2,000 (+/- 10%) linear feet of minimum ten-foot wide hard surface trail (including asphalt and concrete), installation of trail signage, installation of sod adjacent to the trail for stabilization.</p>	<p><b>DELIVERABLE 2</b></p> <p>Upon receipt and approval of:</p> <ul style="list-style-type: none"> <li>All applicable project specific Completion documentation, Form OGT-13</li> <li>Final status report</li> </ul> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to Paragraph 3.A. of the Agreement that are directly related to the successful completion of construction and/or development of the Project Site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. Ten percent (10%) of the payment request will be retained until the Project is designated complete by the Department.</p>	<p>Failure to perform any percentage of this deliverable will result in a reduction in reimbursement of an equal percentage of the total deliverable amount and subject to the match percentage.</p> <p>Due 60 days prior to the expiration of this Agreement.</p>

**Project Task Performance Standard:** The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:**

Following Department approval of all Project Deliverables, the Grantee may submit a single payment request on Payment Request Summary Form (DRP-115) along with all required documentation, including DRP-116, DRP-117, DRP-118, DRP-120, and/or DRP-119, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the detailed budget and supporting documents provided under Task 1. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

- RTP documentation is available at <http://www.dep.state.fl.us/ewr/grants>, and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
- Project Agreement is subject to termination if commencement documentations under Task 1 are not received and approved by the Department within 12 months of the Project Agreement Execution.
- This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

## ATTACHMENT B

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT C

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement) to the recipient (which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT I to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

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

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**EXHIBIT - 1**

**FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	U.S. Department of Transportation - Federal Highway Administration	20.219	Recreational Trails Program	\$200,000	1410185

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Total Award</b>					<b>\$200,000</b>	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**ATTACHMENT D  
DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		<b>Federal Use Only:</b>
		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT E**  
**Federal Contract Provisions**

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Rights to Patents and Inventions Made Under a Contract or Agreement** - Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. Sections 200 through 212. Pursuant to the Bayh-Dole Act (set forth in 35 U.S.C. §200 through 212), Federal Highway Administration (FHWA) retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov>. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>. FHWA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

2. **Copyrighted Material and Data** - In accordance with 2 CFR §200.315 and 23 CFR §420.121, FHWA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.  
The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world (37 CFR §401.14).
3. **Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and Environmental Protection Agency Standards** - Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), Clean Water Act (33 U.S.C. 1368), E.O. 11738, the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Environmental Protection Agency regulations (40 CFR Part 15). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
4. **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).
5. **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, race, color, and national origin, including E.O. 12898 "*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*" and EO 13166 "*Improving Access to Services for Person with Limited English Proficiency (LEP)*"; (b)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination against persons with disabilities; (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) if an education program is conducted under this agreement, Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities; (i) any other nondiscrimination provisions in the specific statute(s) made; and, (j) the requirements of any other nondiscrimination statute(s) that may apply;

6. **Compliance with Title VI of the Civil Rights Act** – The United States Department of Justice under Executive Order 12250 (“*Leadership and Coordination of Nondiscrimination Laws*”) has been directed to ensure the consistent and effective implementation of Title VI and other Nondiscrimination requirements (including Environmental Justice and Limited English Proficiency) by prohibiting discriminatory practices in Federal programs and programs receiving federal financial assistance. Under the USDOJ’s Civil Rights Division, the *Federal Compliance and Coordination Section* (FCS) is responsible for providing assistance and oversight to the Civil Rights Offices of federal Agencies. The USDOJ’s FCS has the following responsibilities: Development of Guidance Documents; Offer two-day Title VI Training Course; Provide Technical Assistance; Exercises Clearance Authority (review and clear certain federal agency documents); Referrals for Litigation; Reviews Implementation Plans; Coordination and Clearinghouse. Upon request, FHWA submits EO 12250 Reports detailing statistical data from Title VI/EJ/LEP and Section 504/ADA Programs regarding such topics as Complaints, Pre- & Post- Awards, Technical Assistance, Training, and Compliance/Monitoring Efforts.
7. **Electronic and Information Technology Accessibility** – Recipients are subject to the program accessibility provisions of Sections 504 and 508 of the Rehabilitation Act, codified in 40 CFR §7, which included an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology (“EIT”). Section 508 of the Rehabilitation Act states that all electronic products produced by Government agencies must be accessible to persons with disabilities, including those persons with vision, hearing, cognitive, and mobility impairments. The Paper Reduction Act and FHWA require that printed publications must be available in electronic format; final printed documents must provide minimum 508 Compliance requirements. Section 508 affects *all* communication products published by FHWA in print or electronic format. All FHWA publications must conform to the requirements outlined in [Section 508 of the Rehabilitation Act](#) and the U.S. General Services Administration (GSA) Federal IT Accessibility Initiative ([www.section508.gov](http://www.section508.gov)). All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. See [www.access-board.gov/508.htm](http://www.access-board.gov/508.htm) for more information about Section 508 guidelines. This information should be attached to all statement of work and contracts for preparing publications, web sites, multimedia presentation, and other electronic communication products. While Section 508 currently does not apply to one-time purchases of \$2,500 or less, compliance with applicable accessibility standards is strongly encouraged.
8. **Tangible Personal Property** - Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

9. **Hotel-Motel Fire Safety** - Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).
10. **Drug-Free Workplace** - Recipients organization of Department of Transportation (DOT), FHWA assistance must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 49 CFR Part 32 Subpart B. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.
11. **Resource Conservation and Recovery Act (RCRA)** - Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.  

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.
12. **Compliance with 23 U.S.C. 112(a)** which directs the Secretary of Transportation to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR Part 635, Subpart A.
13. **Compliance with Section 3(a)(2)(C) of the Urban Mass Transportation Act of 1964**, as amended (P.L. 88-365), prohibiting the use of grant or loan funds to support procurements utilizing exclusionary methods.
14. **Compliance with Section 105(f) of the Surface Transportation Assistance Act of 1982, Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Part 28** imposing requirements for the participation of disadvantaged business enterprises.
15. **Section 308 of the Surface Transportation Assistance Act of 1982 and 49 U.S.C. 1068(b)(2)**, authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate. 23 U.S.C. 112(b) provides for an exemption to the competitive bidding requirements for highway construction contracts in an emergency situation.
16. **23 U.S.C. 112** requires concurrence by the Secretary of Transportation before highway construction contract can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.
17. **23 U.S.C. 112(e)** requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.
18. **23 U.S.C. 140(b)** authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.
19. **Compliance with 49 CFR §18.36(t)** - Federal Highway Administration (FHWA) Urban Mass Transportation Administration (UMTA), and the Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract collection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

20. **American Iron and Steel (Compliance with P.L. 113-76) - The Consolidated Appropriations Act of 2014 (Public Law 113-76)** includes an American Iron and Steel (AIS) requirement. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project". Based on the definitions of "construction" in 23 U.S.C. §101 ("all expenses incidental to the construction or reconstruction of a highway"... ) and "project" ("an undertaking"), the Buy America provisions will not apply to most RTP projects. Except for the following: (a) if a trail project uses steel I-beams for a bridge, "Buy America" might apply, but there is a threshold exemption – 0.1 percent of the contract or \$2,500, whichever is greater (23 CFR §635.410(b)(4); (b) trail grooming and maintenance equipment are not included in the "Buy America" requirement, because trail equipment is not a "construction project" and is not permanently incorporated into the final project; and (c) trail signs might be considered part of a project but the costs for the signs would have to exceed the \$2,500 threshold.
21. **Section 165 of the Surface Transportation Assistance Act of 1982 (49 U.S.C. 1601), Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR Parts 660 and 661** impose "Buy America" provisions on the procurement of foreign products and materials.
22. **Fly America Act (Compliance with 49 U.S.C. 40118)** – includes air travel and cargo transportation services requirements. All air travel and cargo transportation services funded with Federal financial assistance are required to use United States flag carrier airlines. The only exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. Government and the government of a foreign country are parties, and which the Department of Transportation has determined meet the requirements of the Fly America Act.
23. **Compliance with 46 U.S.C. 1241(b)(1) and 46 CFR Part 381** – imposes cargo preference requirements on the shipment of foreign made goods.
24. **Compliance, if applicable, with 23 U.S.C. 114(b) – Convict Labor and Convict Produced Materials)** Federal law prohibits the use of convict labor for construction projects within the right-of-way of a Federal-aid highway. Under title 23, all public roads are "Federal-aid highways", except those that are functionally classified as local roads or rural minor collectors. Therefore, if an RTP project is within the right-of-way of a Federal-aid highway, convict labor shall not be used. If an RTP project is not within the right-of-way of a Federal-aid highway, then 23 U.S.C. 114 (b) does not apply, and the State may use its State procedures with regard to convict labor. RTP funds may be used to pay for construction costs incurred by convict labor for projects which are not within the right-of-way of a Federal highway. In determining the value of convict labor, States should note that the value of paid labor may not exceed the actual cost incurred by the State of local government agency. Convict labor is not volunteer labor or donated labor (which may be valued at fair market value).
25. **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.
26. **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.
27. **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.
28. **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 flood 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); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) protection of coastal barriers under the Coastal Barrier Resources Act of 1982 (P.L. 97-348); (j) protection and conservation of wildlife resources under the Fish and Wildlife Coordination Act (16 U.S.C. 661-666c); (k) protection and conservation of migratory bird species under the Migratory Bird Treaty Act (16 U.S.C. 703-712); (l) protection and conservation of fishery resources under the Magnuson Stevens Fisher Conservation and Management Act (16 U.S.C. 1801-1882); (m) protection of chemical, physical, and biological integrity of the Nation's waters under Section 404 of the Clean Water Act (33 U.S.C. §1251 et seq. (1972)); (n) if applicable, application of the requirements set forth under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.); (o) implementation of measures to minimize pollution impacts during project activities pursuant E.O. 12088; and (p) implementation of guidelines to identify and address the effects of noise on public health under the Noise Control Act of 1972, as amended (42 U.S.C. 4901 et seq.); (q) prevention of the spread of invasive plant species under E.O. 13112; (r) protection of trail corridors and trail opportunities pursuant to E.O. 13195; and, (s) preservation of farmland under the Farmland Protection Policy Act (7 CFR Part 658).

29. **Compliance with E.O. 12898** related to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.
30. **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.
31. **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.)**.
32. **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.
33. **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.
34. **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.
35. **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).
36. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at [www.fgdc.gov](http://www.fgdc.gov).
37. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.
38. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

39. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.
40. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection**: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
41. **Restrictions on Internal Confidentiality Agreements (U.S. DOT, FHWA General Terms and Conditions for Assistance Awards, Effective Date: March 6, 2015)**: The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information
42. **Financial Assistance Policy to Ban Text Messaging While Driving (75 Federal Register 60266, as amended and E.O. 13513)**:
- (a) Definitions. As used in this clause –
- “Driving” – Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
- “Text Messaging” – Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.
- (c) The Applicant should –
- i. Adopt and enforce policies that ban text messaging while driving – (i) Company-owned or –rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- ii. Conduct initiatives in a manner commensurate with the size of the business, such as – (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (d) Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/sub-contracts that exceed the micro-purchase threshold (\$3,000 per 2 CFR §200.67, set by 48 CFR Subpart 2.1).

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**ATTACHMENT F**  
**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**6. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer.

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 5;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (i) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

.....

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) 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.

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

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**ATTACHMENT G  
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations (CFR) and 2 CFR Parts 1200 and 1201. The following list contains regulations and Office of Management and Budget Guidance which may apply to the work performed under this Agreement.	
<b>Subchapter A - General</b>	
49 CFR 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 CFR 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance
49 CFR 17	Intergovernmental review of DOT programs and activities
49 CFR 20	New restrictions on lobbying
49 CFR 32	Government-wide requirements for drug-free workplace (Financial Assistance)
<b>Other Federal Regulations</b>	
2 CFR 200 and 1201	Uniform administrative requirements, cost principles, and audit requirements for Federal awards
2 CFR 1200	Nonprocurement Suspension and Debarment
48 CFR 31	Contract Cost Principles and Procedures
<b>Office of Management and Budget Guidance</b>	
<b>For Federal Funding Sources awarded prior to December 26, 2014:</b>	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements
<b>For Federal Funding Sources awarded after December 26, 2014</b>	
2 CFR Part 200	Uniform administrative requirements, cost principles, and audit requirements for Federal awards (State, Local and Indian Tribal Governments; Educational Institutes; Private Non-Profit Organization other than (1) institute of higher education, (2) hospital, or (3) organization named in 2 CFR Part 200 Appendix VIII
48 CFR Part 31	Contract Cost Principles and Procedures (For Profit Organization)
2 CFR Part 200, Subpart F	Audit Requirements
<b>Accounting Standards</b>	
Governmental Entities	Subject to accounting standards established by the Government Accounting Standards Board (GASB)
Private Sector or Individuals	Subject to generally accepted accounting principles (GAAP), promulgated by the American Institute of Certified Public Accountants (AICPA), as applicable

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RESOLUTION NO. 2016-83

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD OF \$200,000 UNDER THE STATE'S RECREATIONAL TRAILS PROGRAM FOR IMPROVEMENTS TO THE CORAL REEF PARK TRAIL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the Village of Palmetto Bay previously submitted a grant application to the Florida Department of Environmental Protection (DEP) requesting assistance from the Recreational Trails Program to fund needed improvements to the Coral Reef Park trail; and

WHEREAS, the Village Council adopted Resolution No. 2014-69 adopting the new Capital Improvement Plan, which includes the Parks & Recreation Capital Improvements Program for Coral Reef Park Trail Improvements; and

WHEREAS, the Village was successful in securing grant funding in the amount of \$200,000, and providing a 50% grant match of \$200,000 for the proposed trail improvements; and

WHEREAS, the Village desires to move forward with the acceptance of the DEP grant No. T15015 award and enter into a required applicant grant agreement with the Florida Department of Environmental Protection.

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

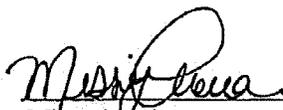
Section 1. The Village Council hereby accepts the grant award from the Florida Department of Environmental Protection's Recreational Trails Program in the amount of \$200,000.

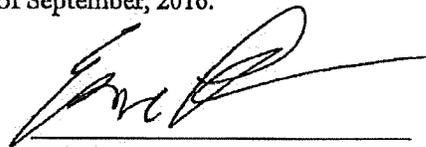
Section 2. The Village Manager is authorized to sign the required grant agreement, in substantial form and content to the attached Exhibit A, and other related grant documents.

Section 3. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 19<sup>th</sup> day of September, 2016.

Attest:

  
Missy Arocha  
Village Clerk

  
Eugene Flinn  
Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
2 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
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7 Dexter W. Lehtinen  
8 Village Attorney  
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FINAL VOTE AT ADOPTION:

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



# ITEM 10F



To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: RFP# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF STAR PAVING CORPORATION., PURSUANT TO ITB#1920-12-004 TO CONSTRUCT A PATHWAY EXTENSION AT CORAL REEF PARK-PHASE II WITH AWARDED GRANT FUNDS FROM THE DEPT. OF ENVIRONMENTAL PROTECTION DEPARTMENT OF LAND & WATER CONSERVATION PROGRAM AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE (*Sponsored by Administration*)**

**BACKGROUND AND ANALYSIS:**

The Village was awarded a grant from the Department of Environmental Protection Department of Land and Water Conservation Program (LW672) back in July of 2017. The beautification grant had several components and one of the components is to construct pathways to connect with existing pathways and construct pathways to further give access to park patrons.

**FISCAL IMPACT:**

The cost of the project will be absorbed by the grant with a 50% grant match.

Lowest Bid:	\$ 60,000.00
Grant:	\$ 30,000.00
50% Match:	\$ 30,000.00
	\$ 60,000.00

**Attachments:**

- A. Manager's Recommendation
- B. Bid Sheets
- C. ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension-Phase II

D. Bids Received:

- (a) Metro Express, Inc.
- (b) Star Paving Corporation
- (c) Pabon Engineering, Inc.

E. Grant from the Dept. of Environmental Protection – Department of Land and Water Conservation Program.





Village of Palmetto Bay  
Procurement Division - Procurement Action  
AWARD RECOMMENDATION



To: Mr. Gregory H. Truitt, Interim Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 4/6/2020

ITB#: ITB# 1920-11-004 Item/Service: Construction of Coral Reef Park Pathway Extension - Phase II

Attach to this recommendation is the bid form sheets.

**I. Procurement Comments:**

There was a total of (3) bids received, Pabon Engineering, Inc, Star Paving Corporation and Metro Express, Inc. After checking the companies credentials, it is determined that Star Paving, Inc. is the lowest most responsive responsible bidder.

**II. Recommendation:**

- a. Which bid is being recommended? Star Paving Corporation
- b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No   
If No, is the variance considered: Minor  Major
- c. Is the recommendation the lowest bid received? Yes  No

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 6, 2020.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Gregory H. Truitt, Interim  
Manager

*Pabon Engineering, Inc.*

**"EXHIBIT "A"**

**BID SHEET**

**ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II**

Lump Sum: \$ 100,330.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

*Anibal Pabon*

Name: (Please Print)

*[Signature]*

*President 2/11/20*

Offeror Signature Title: Date:

*Metro Express, Inc.*

**“EXHIBIT “A”**

**BID SHEET**

**ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II**

Lump Sum: \$ 150,000.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

*Delio A. Trasobares*

Name: (Please Print)

*Delio Trasobares, Pres.*

Offeror Signature Title: Date:

*Star Paving Corp.*

**"EXHIBIT "A"**

**BID SHEET**

**ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II**

Lump Sum: \$ 60,000.<sup>00</sup> / xx

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this invitation to Bid and shall conform with all requirements of the Invitation to Bid.

STAR PAVING, CORPORATION  
Name: (Please Print)

 President 2/17/2020.  
Offeror Signature Title: Date:

## Invitation to Bid

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

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**TITLE:**

Construction of Coral Reef Park Pathway Extension – Phase II

**ITB NO.:**

1920-12-004

**GRANT: DEP: LW672**

Florida Dept. of Environmental  
Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:** Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)**  
**No. 1920-12-004**  
**Construction of Coral Reef Park Pathway Extension – Phase II**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

**VILLAGE OF PALMETTO BAY (the “Owner” or the “Village”)  
CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION – PHASE II**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,170 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Centered in the middle as cross section shall be a hexagon shape slab 80' feet diameter tying in the four (4) pathways that intersect. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS**

**1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained

#### 4. INTERPRETATIONS

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

#### 5. BID SECURITY

- 5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.
  
- 5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

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## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### Examination of Site

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### 3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### 3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and

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conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company 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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

### **3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

### **3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):  
[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15

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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.

### **3.30 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)**

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## **SECTION 4.0: Scope of Services – MINIMUM SPECIFICATIONS**

### **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 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 project specifications are to install 1,170 linear feet, 10 feet wide asphalt pathway along the discontinuous areas and to include an 80' feet hexagon slab in the center of the cross paths that intersect to tie in the (4) paths as shown on site plan. Project address is: 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 Pathway 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 bid 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 near 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 near 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.

#### **4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)**

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

<b><u>TRENCH SAFETY</u></b>	<b><u>UNITS OF</u></b>			
<b><u>MEASURE</u></b>	<b><u>MEASURE</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT</u></b>	<b><u>EXTENDED</u></b>
<b><u>(DESCRIPTION)</u></b>	<b><u>(LF, SY)</u></b>	<b><u>(QUANTITY)</u></b>	<b><u>COST</u></b>	<b><u>COST</u></b>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

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## 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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,170 linear feet, 10 feet wide asphalt Pathway along the discontinuous areas and to include a hexagon shape slab 80' in diameter to serve as a connection in the center for the pathways 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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

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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 Pework 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 Pework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

## **5.0 TECHNICAL SPECIFICATIONS**

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

## Division I

### SPECIAL PROVISIONS

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

END OF DIVISION I

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**Division II Allowances**

**Part 1 – Scope of Work –Special Provisions**

**1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

A. Engineer's Duties:

- 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
- 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
- 3. Transmit Owner's decision to the Contractor.
- 4. Prepare work authorizations and change orders.

B. Contractor's Duties:

- 1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- 
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
  - ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
  - ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

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## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF DIVISION III**

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## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION IV**

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## **Division V - Prevention, Control, and Abatement of Erosion and Water Pollution**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

##### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

## **Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

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## Division VII - INLETS, MANHOLES AND JUNCTION BOXES

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 425-8.1 New Structures Delete** the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

~~Division VIII – UTILITY RELOCATIONS – Not-Applicable~~

~~PART 1 – SCOPE OF WORK~~

~~1.01 – DEFINITION~~

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 – ALLOWANCE ACCOUNT~~

- ~~A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- ~~B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 – PROCEDURE FOR COMPLETING UTILITY RELOCATIONS –~~

~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

#### ~~1.04~~ **ADJUSTMENT OF COSTS**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

#### **PART 2 PRODUCTS**

~~Not Used.~~

**PART 3 EXECUTION**

**3.01 ~~MEASURE AND PAYMENT~~**

~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

## SECTION 6

### 6.00 Bid Submission Requirements

#### **BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

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## **SECTION 7.0: Evaluation and Selection Criteria**

### **7.00 Evaluation Criteria**

#### **EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

**SECTION 8.0: Schedule of Events**

The anticipated schedule for selection of Company is shown below:

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**8.01 Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**“Continued on Next Page”**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax

**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested 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,

Litsy C. Pittser, Procurement Specialist

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**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Company that has submitted the attached Bid;

(2) He/she is 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 a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next 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.)  
o Personally known to me, or  
o Produced identification:

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

**SWORN STATEMENT PURSUANT TO**  
**SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

CONTINUED ON FOLLOWING PAGE

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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.

**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 Company, 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.

Continued on next page.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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 acknowledged 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.)  
o Personally known to me, or  
o Produced identification:

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

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

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

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)*  
\_\_\_\_\_

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

---

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

---

*Street Address Suite Village State Zip Code*

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**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-contractors, 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: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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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.

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**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-004**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Continued on next page

NOTARY PUBLIC  
SEAL OF OFFICE:

---

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

---

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

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**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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



---

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- 
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SECTION 10.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Park Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact 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 Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

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**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION: Construction of Coral Reef Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

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**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 **Construction of Coral Reef Park Pathway Extension- Phase II** (ITB No. 1920-12-004).

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 known, 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).

Continued on next page

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")**  
**Construction of Coral Reef Park Pathway Extension – Phase II**

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).

**PERFORMANCE BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-004**

**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 **Coral Reef Park Pathway Extension – Phase II**,  
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: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address:  
\_\_\_\_\_

Phone:  
\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-004**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

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DATED on \_\_\_\_\_, 20\_\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name:

\_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title:

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension – Phase II

Request for Proposal#: 1920-12-004

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 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-subcontractor’s 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

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**CONTRACTOR’S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

RFP# 1920-12-004

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004

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

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**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004  
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.

Continued on next page

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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension – Phase II**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as “Company” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid (“ITB”) on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village’s request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company’s Bid submitted in response to the ITB (“Goods”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II.**

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_ . (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

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Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the “Goods”) as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

Article 6      Termination

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

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Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

---

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_  
\_\_\_\_\_

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street

\_\_\_\_\_

Palmetto Bay, FL 33157

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt

\_\_\_\_\_

Print Name

Print Name

Interim Village Manager

\_\_\_\_\_

Title

Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

---

# “EXHIBIT “A”

## BID SHEET

ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II

Lump Sum: \$ \_\_\_\_\_

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

---

Name: (Please Print)

---

Offeror Signature Title: Date:



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Home » New Baby » Sweet Baby Hydrangea



## Sweet Baby Hydrangea

Pink & Mom Keepsake	\$59.99
Pink	\$44.99
Blue & Mom Keepsake	\$59.99
Blue	\$44.99
White & Mom Keepsake	\$59.99
White	\$44.99

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**Your Recipient** [sign in to access your address book](#)

Zip / Postal Code *	Location Type *	Delivery Date
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### Description

**EXCLUSIVE** Celebrate the moment their little one's hands stole their heart with our sweet new keepsake. A bright and blooming hydrangea arrives inside our stylish grey ceramic container, featuring a heartwarming sentiment and floral design in front and butterfly in back. Available in pink, blue or white, this thoughtful surprise is a symbol of the love blossoming in their heart and home. Add to your gift with our lovely collectible statue of a new mom holding her child, a touching reminder of their special bond.

- Hydrangea plant available in pink, blue or white
- Arrives in our exclusive ceramic grey container with the sentiment: "Your Little Hands Stole My Heart, and Your Little Feet Ran Away with it"
- Measures overall approximately 10"H

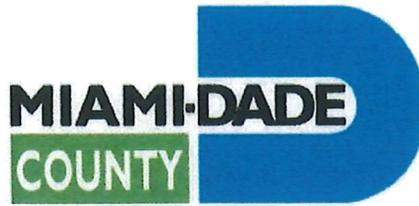
Feedback

- Once the blooms expire, you can plant your perennial outside for lasting beauty; with continued care, it will flourish every year

Add to their gift:

- Keepsake resin figurine of a mother holding her baby; features the sentiment: "And suddenly, you were my everything;" measures 6"H

## More Product Information



## **MIAMI-DADE COUNTY EMERGENCY ORDER 09-20**

**WHEREAS, section 252.38(3)(a), Florida Statutes, gives political subdivisions the authority to declare and enact a State of Local Emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law; and**

**WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19/novel Coronavirus in Florida; and**

**WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19/novel Coronavirus; and**

**WHEREAS, on March 12, 2020, the County Mayor declared a State of Emergency for all of Miami-Dade County; and**

**WHEREAS, COVID-19/novel Coronavirus poses a health risk to Miami-Dade County residents, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and**

**WHEREAS, minimization of contact is necessary to avoid risk of COVID-19 infection for the residents of the County; and**

**WHEREAS, the Centers for Disease Control (CDC) has issued guidance entitled "15 Days to Slow the Spread," encouraging social distancing and maintaining a 6 foot separation between residents to slow the spread of infection and that events with more than ten attendees either be cancelled or held virtually; and**

**WHEREAS, the CDC guidelines are based upon the amount of community spread within a community and become more stringent where there is minimal to moderate or substantial community spread; and**

**WHEREAS, numerous persons have congregated in Miami-Dade County for spring break and other social activities, and are congregating in and around hotels without observing the social distancing guidelines as recommended by the CDC; and**

## Miami-Dade County Declaration of Local State of Emergency

WHEREAS, it is in the best interests of Miami-Dade County to prevent crowds of people inside and around hotels, as COVID-19 continues to spread through both the local community and throughout the nation; and

WHEREAS, hotels, motels, and short-term vacation rentals and other commercial lodging establishments may serve as shelters or housing options for healthcare professionals, first responders, national guard members, law enforcement, state or federal government employees, airline crewmembers, other essential personnel, patients, patients' families, journalists, and others responding to the COVID-19 emergency, or displaced residents or visitors, persons unable to return to their home due to exigent circumstances, such as fire or flood, persons utilizing hotels as transitional living arrangements, persons sheltering in hotels due to domestic violence, hotel employees, service providers and contractors, or individuals, who, for any reason, are temporarily unable to reside in their home; and

WHEREAS, some Miami-Dade County residents rely on hotels and motels for weekly and monthly long-term living arrangements and the closure of commercial lodging establishments would negatively affect their living arrangements; and

WHEREAS, section 252.46, Florida Statutes, directs local governments to act consistent with Federal recommendations in responding to emergency situations; and

WHEREAS, sections 8B-7(2)(e) and (o) of the Code of Miami-Dade County ("Code") authorize the County Mayor to limit the movement of persons inside Miami-Dade County in order to safeguard life and health,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. To aid the availability of hotel rooms for (1) healthcare professionals, (2) first responders, (3) National Guard members, (4) law enforcement, (5) state or federal government employees, (6) airline crewmembers, (7) patients, (8) patients' families, (9) journalists, (10) others responding to COVID-19, (11) displaced residents or visitors, (12) persons unable to return their home due to COVID-19 impacts on travel, (13) persons who must vacate their homes due to exigent circumstances, such as fire or flood, (14) persons utilizing hotels as transitional living arrangements, (15) persons sheltering in hotels due to domestic violence, (16) hotel employees, service providers, and contractors, or (17) individuals who, for any reason, are temporarily unable to reside in their home ("Essential Lodgers"), the following restrictions shall apply to commercial lodging establishments:

- (a) Hotels, motels, and other commercial lodging establishments shall not accept new reservations for persons other than Essential Lodgers.
- (b) Hotels, motels, and other commercial lodging establishments may accept reservations for new Essential Lodgers.

2. Notwithstanding section 33-28(D)(3) of the Code, the maximum daytime and overnight occupancy for short-term vacation rentals shall be up to a maximum of two persons per bedroom

Miami-Dade County Declaration of Local State of Emergency

plus two additional persons per property not to exceed a maximum of ten persons. New rental agreements shall not be entered into on a nightly or weekly basis, effective March 23, 2020.

3. The provisions of this order shall serve as minimum standards. Municipalities may impose more stringent standards within their jurisdictions.

4. This order shall be effective immediately.

5. The County Mayor may amend the provisions of paragraphs 1 or 2 by written notice to the County Clerk.

6. This order shall expire upon the expiration of the existing Miami-Dade County State of Local Emergency, except that if such State of Local Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the County Mayor.

7. This order shall be provided to all appropriate media consistent with the requirements of section 8B-7(2)(n) of the Code.

Enacted:

Signed: \_\_\_\_\_



COUNTY MAYOR

Date: 3/21/20

Time: 10:20

Witness: \_\_\_\_\_



Cancelled:

Signed: \_\_\_\_\_

COUNTY MAYOR

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

Time: \_\_\_\_:\_\_\_\_

Witness: \_\_\_\_\_

# Miami-Dade County Declaration of Local State of Emergency

This solicitation covers "B" trails with an approx. 1,170 linear feet and hexagon slab at the trail intersection approx. 80' diameter



# Invitation to Bid

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



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**TITLE:**

Construction of Coral Reef Park Pathway Extension – Phase II

**ITB NO.:**

1920-12-004

**GRANT: DEP: LW672**

Florida Dept. of Environmental  
Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question: Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?**

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*

**Question: How far along is the pedestrian bridge? Will the bridge be done by May?**

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question: Going to the scope, what are the specs for the pathways?**

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 ½" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question: Do you have an estimated budget?**

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

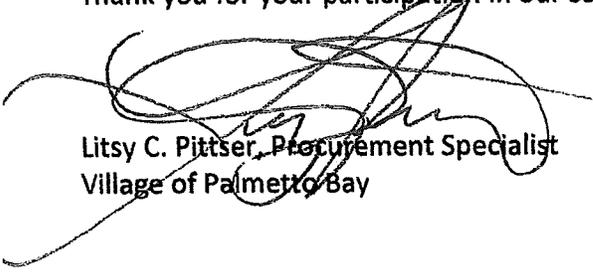
**Question: For the root barriers does the Village require an arborist?**

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



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**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of ITB# No.: 1920-12-004**

**Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II**

Name of Bidder Metro Express, Inc.

Date Addendum Received 2/11/20

Total Pages of Addendum including Acknowledgement 3

  
Signature

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



Mandatory Pre-Bid Meeting Sign In Sheet 1920-12-004  
 Construction of Coral Reef Park Pathway Extension - Phase II  
 February 4, 2020 @ 10:00am • Village Hall - 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

	Name (Print Name & Signature)	Phone Number	Company & Contact Info:	Email Address
1	Patricia Santos	305-986-0067	Sifer Paving	starpaving@aol.com
2	Carlos Montoya	305-696-7902	JVA Engineering	AC@jvaengineering.com
3	Janiel Diaz	305-232-4887	National Concrete & Paving	janio1@nationalconcretepaving.com
4	Manny Rodriguez	305-254-0627	Persant Construction	manny@persantconstruction.com
5	ARMANDO BERGES	305-885-1330	METRO EXPRESS INC.	delio@metroexpresscorp.com
6	Cesar De Luna	786-309-7635	M J J Consulting Group	cesar@mjjgeneralcontractors.com
7	STEFAN LEAL	786-427-4531	BCTE (BACALLAO CONST. TRNG)	SLEAL@BCONEV.COM
8	Mano Gonzalez	786 291 2949	Maguelo, Inc	Maggold@yahoo.com
9	Alejandro Balsinde	786 252 0265 305 297 4883	Pabon Engineering	pabonengineering@outlook.com
10	GREG PERCY	786-251-9291	PERRIN INT'L SVCS.	GPERCY@PERKINTL.COM
11	Monica Hernandez	305-233-1709	Careland Const. Corp.	mh@carelandconstruction.com
12				
13				
14				
15				



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February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 2**

Prospective Contractors,

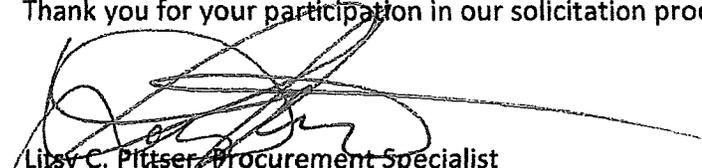
This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.**

**Village-Answer: *Yes, A Florida General Contractor's License is acceptable.***

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-004

Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II

Name of Bidder Metro Express, Inc.

Date Addendum Received 02/14/19

Total Pages of Addendum including Acknowledgement 2

D. Decker  
Signature

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

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)  
No. 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")  
CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION – PHASE II**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,170 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Centered in the middle as cross section shall be a hexagon shape slab 80' feet diameter tying in the four (4) pathways that intersect. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS**

**1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained

#### 4. INTERPRETATIONS

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

#### 5. BID SECURITY

5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than 4 calendar days days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### Examination of Site

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### 3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### 3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

The Company 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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

### **3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

### **3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fi/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fi/palmetto_bay/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15

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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.

### **3.30 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)**

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## SECTION 4.0: Scope of Services – MINIMUM SPECIFICATIONS

### 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 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 project specifications are to install 1,170 linear feet, 10 feet wide asphalt pathway along the discontinuous areas and to include an 80' feet hexagon slab in the center of the cross paths that intersect to tie in the (4) paths as shown on site plan. Project address is: 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 Pathway 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 bid 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 near 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 near 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.

#### **4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)**

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	<u>Sloping</u>	<u>LF</u>	<u>1</u>	<u>1<sup>00</sup></u>	<u>1<sup>00</sup></u>
B.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
C.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

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## 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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,170 linear feet, 10 feet wide asphalt Pathway along the discontinuous areas and to include a hexagon shape slab 80' in diameter to serve as a connection in the center for the pathways 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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 Pework 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 Pework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

## **5.0 TECHNICAL SPECIFICATIONS**

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

## **Division I**

### **SPECIAL PROVISIONS**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

**END OF DIVISION I**

**Division II Allowances**

**Part 1 – Scope of Work –Special Provisions**

**1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

A. Engineer's Duties:

1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
3. Transmit Owner's decision to the Contractor.
4. Prepare work authorizations and change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,  
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- 
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
  - ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
  - ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

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## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION III**

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## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF DIVISION IV**

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## **Division V - Prevention, Control, and Abatement of Erosion and Water Pollution**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

##### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

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**Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

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## Division VII - INLETS, MANHOLES AND JUNCTION BOXES

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 425-8.1 New Structures Delete** the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

~~Division VIII – UTILITY RELOCATIONS – Not-Applicable~~

~~PART 1 – SCOPE OF WORK~~

~~1.01 – DEFINITION~~

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 – ALLOWANCE ACCOUNT~~

- ~~A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- ~~B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 – PROCEDURE FOR COMPLETING UTILITY RELOCATIONS –~~

~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

#### ~~1.04 ADJUSTMENT OF COSTS~~

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

#### **PART 2 PRODUCTS**

~~Not Used.~~

**PART 3 EXECUTION**

**3.01 ~~MEASURE AND PAYMENT~~**

- A. ~~Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

**SECTION 6**

**6.00 Bid Submission Requirements**

**BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from *Section:***

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

---

## **SECTION 7.0: Evaluation and Selection Criteria**

### **7.00 Evaluation Criteria**

#### **EVALUATION OF BIDS/BIDDERS**

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

**SECTION 8.0: Schedule of Events**

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**8.01 Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**"Continued on Next Page"**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: *Delo A. Trasobares*

Name (typed): Delo A. Trasobares

Title: President

Company: Metro Express, Inc.

Date: 2/20/20

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
	N/A		

**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested below:



### VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension - Phase II  
1920-12-004

Name of Bidder: Memo Express, Inc.

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:

MILLING, PAVING, STRIPING

Initial Value of Contract: \$ 25,008.75 Final Value of Contract: \$ 25,008.75

Was the work performed timely:  Yes \_\_\_ No

Was the work performed to acceptable quality standards:  Yes \_\_\_ No

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

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

Total number of change orders: 0 Were any contractor driven: \_\_\_

Number of RFI's submitted by the vendor: 0

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

#### Comments:

CONTRACTOR AND STAFF ALWAYS DEMONSTRATE QUALITY WORK AND ARE VERY PROFESSIONAL. PROJECTS ARE ALWAYS COMPLETED ON TIME.

Name of Public Entity/Company:

CITY OF MIAMI SPRINGS PUBLIC WORKS

Name of Individual completing this form:

THOMAS W. NASH

Signature: [Signature] Title: DIRECTOR

Telephone: 305-805-5170

Email: nash@miamisprings-fl.gov

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



### VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension - Phase II  
1920-12-004  
Name of Bidder: Metro Express, Inc.

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: ROADWAY REPAIRMENT AND IMPROVEMENT CITY WIDE

Initial Value of Contract: \$20,000.00 Final Value of Contract: \$19,904.50

Was the work performed timely:  Yes \_\_\_ No

Was the work performed to acceptable quality standards:  Yes \_\_\_ No

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

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

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

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

**Comments:**

CONTRACTOR PROVIDED PERSONNEL NECESSARY TO SUCCESSFULLY COMPLETE THE WORK TIMELY AND EFFICIENTLY.

Name of Public Entity/Company: CITY OF SOUTH MIAMI

Name of Individual completing this form: AURELIO CARMENATES

Signature: [Signature] Title: CIP PROJECT MANAGER Telephone: 305.405.2063

Email: ACARMENATES@SOUTHMIAMI.FL.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



### VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Construction of Coral Reef Park Pathway Extension - Phase II  
1920-12-004  
Name of Bidder: Metro Express, Inc.

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: SAGA BAY 1.2 SUB-BASIN WATER QUALITY IMPROVEMENT PROJECT

Initial Value of Contract: \$ 494,294 <sup>31</sup> Final Value of Contract: \$ 476,476 <sup>51</sup>

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: 7 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 7

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

#### Comments:

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR

Name of Public Entity/Company:

TOWN OF CUTLER BAY

Name of Individual completing this form:

ALFREDO QUINTERO JR.

Signature: [Signature] Title: PUBLIC WORKS DIRECTOR Telephone: 305 234-4262

Email: AQUINTERO@CUTLERBAY-FL.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: *Delio A. Trasobares*

Name (typed): Delio A. Trasobares

Title: President

Company Name: Yelro Express, Inc.

Date: 2/20/20

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Delio A. Trasobares being first duly sworn, deposes and says that:

- (1) ~~He~~/she is the, (Owner, Partner, Officer, Representative or Agent) of: Metro Express the Company that has submitted the attached Bid;
- (2) He/she is 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 a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express Inc.

Date: 2/2/20

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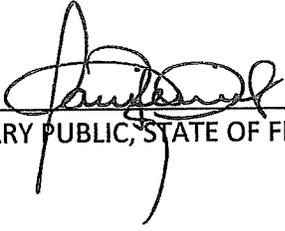
**ACKNOWLEDGMENT**

State of Florida

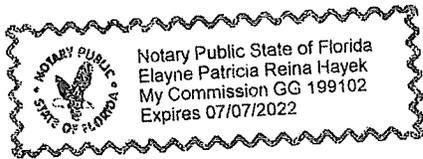
County of Miami-Dade

On this 20 day of, <sup>Feb</sup> 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Delio A. Tasoleros 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:

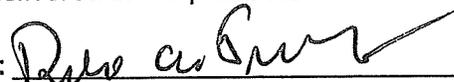
\_\_\_\_\_  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.



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

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 20 day of <sup>Feb.</sup> 20, before me, the undersigned Notary Public of the State of Florida personally appeared Dalia A. Trisobares and whose name(s)  are subscribed to the within instrument, and  he/she/they acknowledge that  he/she/they executed it.

WITNESS my hand and official seal

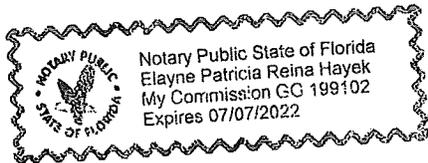
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

*Elayne Patricia Reina Hayek*

(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.

**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: Delio A. Trasobares, President  
(print individual's name and title)

for: Metro Express, Inc.  
(print name of entity submitting sworn statement)

Whose 9390 NW 109 St. Yalley, FL 33178 business address  
is:

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
65-0711071

(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 Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

*Daniel A. Trasobares*

Signature of Official: \_\_\_\_\_

Name (typed): Daniel A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

On this 20 day of, <sup>Feb.</sup> 20 before me, the undersigned Notary Public of the State of Florida personally appeared Daniel A. Trasobares 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

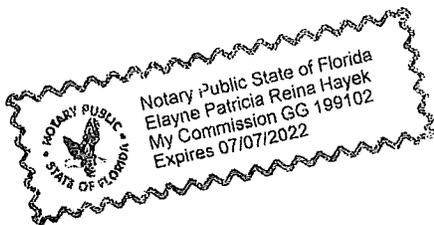
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

*Elayne Patricia Reina Hayek*

(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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Delio A. Trasobares 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:

65-0711091

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

Metro Express Inc

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

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

9390 NW 109 St. Medley, FL 33178

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Delio A. Trasobares	9350 NW 109 St	100%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Official: Delio A. Trasobares

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 20 <sup>Feb.</sup> day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Delia A. Josephores and whose name(s)  are subscribed to the within instrument, and  he/she/they acknowledge that  he/she/they executed it.

WITNESS my hand and official seal

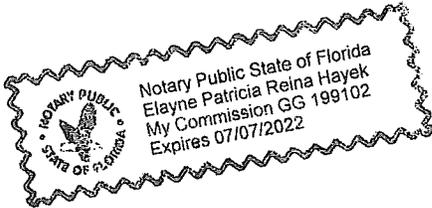
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

*Elayne Patricia Reina Hayek*

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

- Personally known to me, or
- Produced identification:



\_\_\_\_\_  
(Type of Identification Produced)

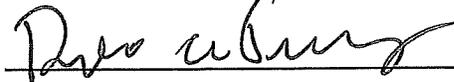
- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Metro Express, Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-004**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of \_\_\_\_\_ :

(Sub-Contractor's Names) to comply with such act or regulation.

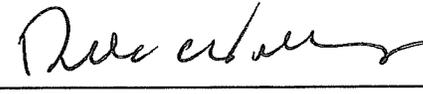
Signature of Official: 

Name (typed): Delio A. Trasobares

Title: President

Company Name: Metro Express, Inc.

Date: 2/20/20

Attest: 

Print Name: Delio A. Trasobares

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

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: *[Handwritten Signature]*

Name (typed): Diego A. Trasobares

Title: President

Company Name: Hetro Express, Inc.

Date: 2/20/20

**ACKNOWLEDGMENT**

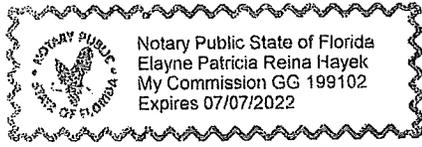
State of Florida

County of Miami-Dade

On this 20 day of <sup>Feb.</sup> 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Diego A. Trasobares and whose name(s)  are subscribed to the within instrument, and  he/she/they acknowledge that  he/she/they executed it.

WITNESS my hand and official seal

*[Handwritten Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA



Continued on next page

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 2/20/20 at Metro Express Inc.  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Detio A. Trasobares

Title: President

Company Name: Metro Express Inc.

Date: 2/20/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) \_\_\_\_\_

Business name/disregarded entity name, if different from above  
**Metro Express, Inc.**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**9390 NW 109 St.**

City, state, and ZIP code  
**Mesley, FL 33178**

Requester's name and address (optional) \_\_\_\_\_

List account number(s) here (optional) \_\_\_\_\_

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

6	5	-	0	7	1	1	0	7	1
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶ *[Signature]*    Date ▶ **2/20/20**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Metro Express, Inc.

Date: 2/20/20

Authorized Signature: [Signature]

Title: President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Metro Express, Inc.

By: Delio A. Trasobares

Date: 2/20/20

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- 
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SECTION 10.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Park Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact 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 Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**BID SECURITY FORM**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Amount Bid Dollars (\$ 5%), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the **Construction of Coral Reef Park Pathway Extension- Phase II** (ITB No. 1920-12-004).

Company: Metro Express INC.

Name: Delio A. Trasobares

Signature: 

Title/Position: President

TO THE VILLAGE OF PALMETTO BAY:

That we, Metro Express Inc., as Principal, and Travelers Casualty & Surety Comp. of NY as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of 5% 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).

Continued on next page

SIGNED, SEALED AND DATED THIS 20 DAY OF February, 2020

Federal Tax I.D.# 65-0711071

CONTRACTOR License I.D.#: CBC050965, E-201301

Principal Metro Express, Inc. Surety Travelers Casualty & Surety Comp. of America

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
Metro Express, Inc. (hereinafter called the Principal), and  
Travelers Casualty and Surety Company of America (hereinafter called the Surety), a Corporation  
 chartered and existing under the laws of the State of CT with its principal offices in the  
Greenwich 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  
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 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")**  
**Construction of Coral Reef Park Pathway Extension – Phase II**

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 Metro Express, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said Travelers Casualty and Surety Company of America as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 20th day of February, and attested by its See Power of Attorney Attached, A.D., 2020.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

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

ATTEST:

See Power of Attorney Attached

\_\_\_\_\_

Travelers Casualty and Surety Company of America  
*[Signature]*  
By: \_\_\_\_\_  
(Surety) Attorney-in-Fact Michael A. Bonet

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



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michael A Bonet** of **MIAMI Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

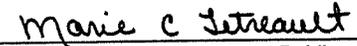
By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

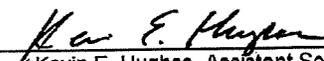
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20<sup>th</sup> day of February, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**TRASOBARES, DELIO ALBERT**

METRO EXPRESS INC  
9442 N.W. 109 ST  
MEDLEY FL 33178

**LICENSE NUMBER: CGC050965**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# CTQB

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

## E201301

### METRO EXPRESS INC

D.B.A.:

*Delio A. Trasobares*

**TRASOBARES DELIO A**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 08/30/2021**

### QUALIFYING TRADE(S)

0001

GENERAL ENGINEERING

Jaime D. Gascon, P.E.  
Secretary of the Board  
Miami-Dade County retains all property rights herein.

*Jaime D. Gascon*



[www.miamidade.gov/economy](http://www.miamidade.gov/economy)



003476

# Local Business Tax Receipt

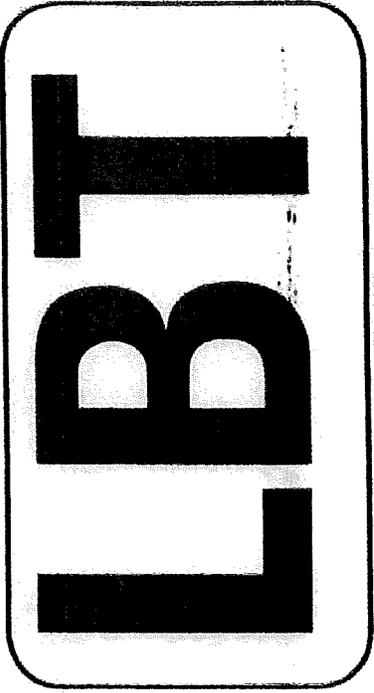
Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4486379

**BUSINESS NAME/LOCATION**  
METRO EXPRESS INC  
9390 NW 109TH ST  
MEDLEY FL 33178

**RECEIPT NO.**  
RENEWAL  
4683810



**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
METRO EXPRESS INC

**SEC. TYPE OF BUSINESS**  
196 GENERAL ENGINEERING CONTRACTOR  
E201301

**PAYMENT RECEIVED**  
BY TAX COLLECTOR

\$45.00 07/23/2019  
CHECK21-19-064634

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

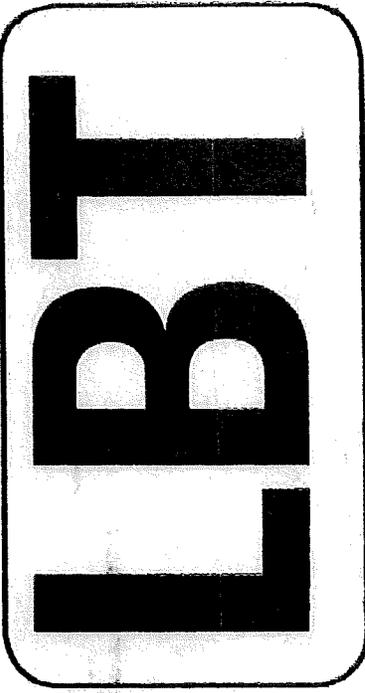
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

003027

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4092169

BUSINESS NAME/LOCATION

METRO EXPRESS INC  
9390 NW 109TH ST  
MEDLEY FL 33178

RECEIPT NO.

RENEWAL  
4272571

**EXPIRES**

**SEPTEMBER 30, 2020**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

OWNER

METRO EXPRESS INC

SEC. TYPE OF BUSINESS

196 GENERAL BUILDING CONTRACTOR  
CGC050965

PAYMENT RECEIVED  
BY TAX COLLECTOR

\$45.00 07/23/2019  
CHECK21-19-065529

Worker(s) 10

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

**PERFORMANCE BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**  
**CONTRACTOR:**  
**CONTRACT NO: 1920-12-004**  
**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 **Coral Reef Park Pathway Extension – Phase II**,  
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: \_\_\_\_\_

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-004**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.  
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name:

\_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title:  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**CONTRACTOR’S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension – Phase II

Request for Proposal#: 1920-12-004

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 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-subcontractor’s 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

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**CONTRACTOR’S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

RFP# 1920-12-004

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004

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

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**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004  
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.

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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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension – Phase II**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as “Company” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid (“ITB”) on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village’s request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company’s Bid submitted in response to the ITB (“Goods”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II.**
- (ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_ . (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the "Goods") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

Article 6      Termination

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

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Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15     Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16     Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17     Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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.

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Article 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_  
\_\_\_\_\_

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

\_\_\_\_\_  
Print Name

Interim Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

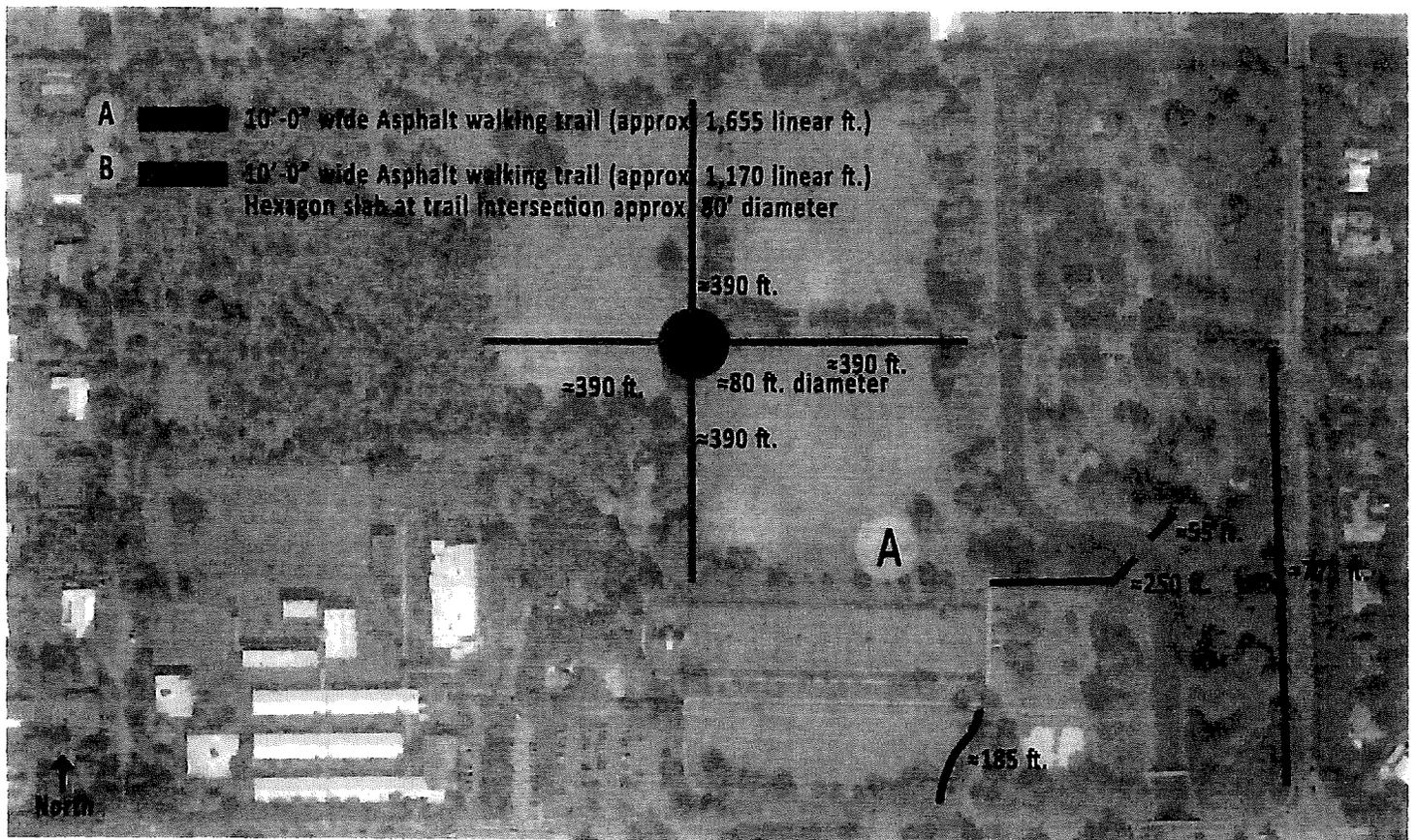
\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

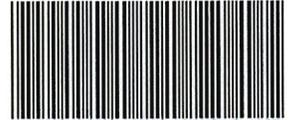
\_\_\_\_\_  
Village Attorney

This solicitation covers "B" trails with an approx. 1,170 linear feet and hexagon slab at the trail intersection approx. 80' diameter





COMMERCIAL SCHEDULE OF PROTECTION  
PROPOSAL AND SALES AGREEMENT



\* 8 9 0 6 7 6 7 3 6 \*

Branch:	6615	Sales Representative:	Gonzalo Cotilla	Today's Date:	1/29/2020
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**Customer Information**

Business Name:	VILLAGE OF PALMETTO BAY	Phone:	(305)259-1234
Address:	900 PERRINE AVE PALMETTO BAY, FL 33157	Billing Address:	900 PERRINE AVE PALMETTO BAY, FL 33157

**Financial Summary**

**Total Equipment and Installation Charge: \$2,417.94**

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$2,417.94 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

**Recurring Service Charges: \$114.81 per month**

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

**Licenses and Permit Charge: \$0.00**

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

**Site Location Information**

Location Name:	VILLAGE OF PALMETTO BAY		
Address:	17535 SW 95 AVE HOMEPATE GRILL PALMETTO BAY, FL 33157		
Site #:	0	Phone:	

**System Design Information**

System Design Name:	Cctv at Homeplate grill	Job #:	
Equipment Ownership:	Company Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

**Services**

**Cctv at Homeplate grill**

Extended Service Plan	Extended Service Plan
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**Equipment List**

Quantity	Material Code	Description
1	D8WVXPM4TB	8 Channel 1080p TVI Wall Mount DVR w/ Power Supply & Monitor 4TB
6	HTFD4TM	HD-TVI 4MP Flexible Intensifier Technology Dome Camera with ?Junction Box, 2.8-12mm motorized lens,

Equipment & Installation	\$2,417.94
Monthly Fee	\$114.81

#### Scope Of Work

Adt/P1 to install 1-8 ch wall mount Dvr with monitor and power supply and 6 Dome 4mp Cameras with motorized lens and cat5 plenum wire.

Customer will supply Ethernet network address per P-1 specifications for CCTV system

Permit charge are not included in this proposal.

#### Inclusions/Exclusions

#### Master Terms And Conditions

**1. Premises.** Customer ("Customer" or "you"), as a commercial enterprise, may now or in the future have one or more physical business locations ("Premises") for which you desire to obtain from ADT Commercial, a division of ADT, LLC, ("ADT," "we" or "us") various Equipment and Services. Each of your Premises to be covered by this Agreement shall be listed and described in this Agreement or in a separate Additional Premises Rider which may be completed and executed by the parties. This Agreement will supersede and govern over any inconsistent provisions contained in any other prior agreements, written or oral, between the parties concerning any Premises covered by this Agreement.

**2. Charges.** In consideration of the Equipment and Services we provide hereunder, you agree to pay ADT the Equipment Charges and the Service Charges shown above, any activation or other fees, plus applicable taxes (collectively, the "Charges"), in accordance with the Payment Terms set forth above. **OUR CHARGES UNDER THIS AGREEMENT ARE BASED ON YOUR AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR AT LEAST THE FULL INITIAL TERM DESCRIBED IN PARAGRAPH 3 BELOW.** If you prepay the total amount due under this Agreement prior to the end of the Initial Term of this Agreement, then there is no penalty or refund except as otherwise provided herein. Payment of the Equipment Charges is a precondition to the activation of the Equipment and any Services you have selected. We may impose a one-time late charge on each payment that is more than ten (10) days past due, which shall be \$5.00 or the highest amount permitted by law, whichever is less. We may impose returned check charges of up to \$25.00 on each returned check. You consent and authorize us to: (i) report your payment performance under this Agreement to credit reporting agencies; (ii) obtain and transmit your Taxpayer ID Number to our affiliates and credit reporting agencies for purposes of verifying your credit history and rating; and (iii) record our telephone conversations with you and the users of the Equipment and Services for verification and quality control purposes. **YOU AGREE NOT TO SEND ADT PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE", OR WITH SIMILAR LANGUAGE. IF YOU SEND SUCH A PAYMENT, WE MAY ACCEPT IT WITHOUT LOSING ANY OF OUR RIGHTS UNDER THIS AGREEMENT OR AT LAW, AND YOU WILL REMAIN OBLIGATED TO PAY ALL FURTHER AMOUNTS OWED TO US. ALL WRITTEN COMMUNICATIONS CONCERNING DISPUTED AMOUNTS, INCLUDING ANY CHECK OR OTHER PAYMENT INSTRUMENT THAT INDICATES THAT THE PAYMENT CONSTITUTES "PAYMENT IN FULL" OF THE AMOUNT OWED OR THAT IS TENDERED WITH OTHER CONDITIONS OR LIMITATIONS OR IN FULL SATISFACTION OF A DISPUTED AMOUNT, MUST BE MAILED OR DELIVERED TO US AT: ADT, ATTENTION: EXECUTIVE CUSTOMER RELATIONS\$00 E. WATERMAN, WICHITA, KS67202**

**3. Term.** The initial term of this Agreement shall be for **Sixty (60) months (the "Initial Term")**. The Initial Term shall begin on the date the Equipment is installed and is operational, and when any necessary communications connection is completed. In the case of the installation of Equipment or the performance of Services at multiple Premises, the Initial Term for each such individual Premises shall begin on the date the Equipment is installed and is operational at each such individual Premises. In the case of a system takeover or renewal of an existing agreement where no new equipment is installed, the Initial Term for each such individual Premises shall begin at each such individual Premises when any necessary communications connection is completed, or the date the new agreement is signed, whichever occurs last. The term of this Agreement and of each individual

Premises shall automatically renew for successive one (1) year renewal terms unless we receive your written termination notice at least sixty (60) days before the end of the then current term. In the event that you terminate this Agreement or any individual Premises prior to the end of the then-current term, you agree to pay us, in addition to all other Charges due prior to termination, the Charges remaining to be paid for the unexpired portion of the term of this Agreement or of any individual Premises. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

**4. Increases in Charges.** We may increase our Service Charges for each Premises after the third year of the Initial Term for each such Premises (but no more than once in any twelve (12) month period) by giving you thirty (30) days prior written notice.

**5. Additional Charges.** Additionally, you agree to pay, or to reimburse us if we pay, all false alarm fines and assessments, and all taxes, fees or other charges of any local governmental authority that relate to the Equipment or our Services, other than taxes assessed on our net income. You further agree to pay: (a) all telecommunications charges for area code, telephone numbering or other changes; (b) our then-current charge for reprogramming the Equipment to comply with any area code, telephone numbering or other changes; (c) any increases in our cost for facilities used for transmitting alarm signals under this Agreement; and (d) our charges resulting from services we may add to continue to provide the Services to you, due to police, fire or other emergency response policies of any governmental body, such as physical or visual alarm verification requirements. In addition, you shall be responsible for modifications to the Equipment due to changes in standards and regulations of governmental or regulatory authorities, including but not limited to, the Federal Communications Commission ("FCC"), any state or local Fire Marshal, the National Fire Protection Association, Underwriters Laboratories, fire or police department. You agree to pay a service charge if we respond to a service call or alarm at your Premises which is due to your failure to follow operating instructions or to properly lock or close a window, door or other protected point, or improper or unauthorized adjustment to any of the Equipment. Payment for such additional charges is due upon receipt of our invoice for such charges.

**6. Installation and Sale. (A)** We install Equipment according to local codes and ordinances (if applicable) and according to your particular preferences. Installation of Equipment is subject to the following conditions: (1) We can access your Premises without interruption during our installer's normal working hours; (2) The installation may require drilling into various parts of your Premises; (3) You will provide 120V AC electrical outlets for power equipment in locations designated by the installer; and (4) You will be responsible for lifting and replacing carpeting, if required, for installation of floor mats or wiring. There may be areas where the installer determines that it is impractical to conceal equipment and wiring. You must within ten (10) days after the installation is complete, inspect the Equipment and notify us in writing of any problems. Otherwise, you will be deemed to have conclusively accepted the Equipment. If asbestos or other hazardous materials ("Hazardous Materials") are encountered during installation, then installation work will cease until you, at your sole cost and expense, remove such Hazardous Materials. ADT shall not be responsible for securing any Premises during the period of installation. **(B)** Ownership of the Equipment that we install under this Agreement shall be described in the paragraph titled "Transaction Type" on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, and shall be one of the following: **(i) Outright Sale.** If you have elected to purchase the Equipment, then, except as set forth below, you will own the Equipment we install at your Premises when you pay the full purchase price described on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection. Notwithstanding anything in this Agreement to the contrary, ownership of (a) any communication device that makes use of radio, cellular or internet communication paths (including without limitation, all equipment associated with AlarmNet®) shall be retained by ADT or its owner, and (b) certain intellectual property associated with the Equipment and our Services, such as certain software, data and installer/programming codes, shall remain the property of their respective owners. **(ii) ADT Owned Equipment.** We retain ownership of the Equipment we install at your Premises. Upon the termination of this Agreement or any individual Premises, you agree that we may enter your Premises and remove our Equipment (including external signs and decals) and/or disable the Equipment. Should you fail or refuse to allow us access to your Premises, you also agree to: (a) pay us our reasonable charges for the Equipment, and (b) reimburse us for any other costs (including reasonable attorneys' fees) that we may incur in seeking to gain access to remove the Equipment and/or to collect such charges. We have no obligation to repair or redecorate your Premises after any such removal. Our removal, disabling or abandonment of such Equipment does not constitute a waiver of our right to collect any unpaid Charges. **(iii) Third Party Financed Sale.** If you have elected to finance the purchase of some or all of the Equipment with a third party lender or leasing company, then title to the Equipment may be held by your lender/lessor as security for your loan/lease obligations. The terms of your agreement with the lender/lessor may require you to maintain insurance, may make you responsible for various other costs and fees, and may obligate you to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for your selection of a lending or leasing source, or the terms of your agreement with the lender/lessor, and ADT hereby disclaims any and all liability in connection with your arrangements with your lender/lessor. **(iv) Conversion of Existing Equipment.** If you currently have existing and compatible equipment at your Premises, we may utilize such equipment. Such existing Customer owned equipment shall remain your property. We may elect to repair or replace your nonfunctioning existing equipment to provide our Services and you agree to pay us our then-current charges for any such replacement equipment, and you agree that any repairs needed to make the existing equipment operational will be performed on a time and materials basis at our then-current time and materials rates. We do not warrant equipment that we do not install. Our pricing and your costs under this Agreement are based on the assumption that any existing equipment in your Premises is compatible and is in good operating condition. If we determine that your existing equipment is incompatible or is not in good operating condition, then additional charges may apply. **(C) Risk of Loss.** ADT is not liable or responsible for any damage, loss or casualty of or to any Equipment from any cause beyond our reasonable control. NO SUCH DAMAGE, LOSS OR CASUALTY WILL AFFECT YOUR RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT. Unless you have purchased and paid the full purchase price for the Equipment, in which case the risk of loss to the Equipment is solely yours, you must keep the Equipment insured against all risks of loss in an amount equal to the replacement cost and, at our request, have us listed on the policy as the "loss

payee."

**7. Termination of Services; Default. (A)** We may, at any time upon twenty-four (24) hours prior notice, terminate this Agreement and the Services at our option and without liability if: (1) Our Central Station, equipment or facilities, or the telephone network, are destroyed, damaged or malfunction so that it is impractical for us to continue the Services; (2) We cannot acquire or retain the transmission connections or authorization to transmit signals between your Premises and our Central Station or between our Central Station and any Emergency Response Providers; (3) We determine that it is impractical to continue our Services due to the modification or alteration of your Premises after installation of the Equipment; (4) The Equipment generates excessive false alarms due to circumstances beyond our reasonable control; or (5) You or your personnel fail to follow our recommendations to repair or replace any defective parts of the Equipment not covered under the Limited Warranty or Extended Service Plan (if applicable), or fail to follow operating instructions for, or tamper with, the Equipment. Additionally, upon thirty (30) days prior notice to you, we may terminate this Agreement for any other reason at our discretion. If we terminate this Agreement for any of these reasons, then we will refund any advance Service Charges for Services to be provided after the termination date, less any Equipment Charges still due, but we shall not be liable as a result of any such termination. **(B)** In addition, you shall be in breach, and we may, at our option, terminate this Agreement and exercise our remedies for the enforcement of this Agreement if: (1) You fail to pay any Charges or other amounts due hereunder or under any other agreement you have with us, and such failure continues for ten (10) days after we provide written notice to you; (2) Any representation you have made herein or in any other agreement you have with us is determined to be materially untrue; (3) you breach any warranty contained herein or in any other agreement you have with us; (4) you otherwise fail to comply with any non-monetary obligation or covenant contained herein or in any other agreement you have with us, and such failure continues for thirty (30) days after we provide written notice to you; (5) You deny us reasonable access to the Equipment located at any Premises; or (6) You become a debtor in a bankruptcy or other insolvency proceeding. We may charge you interest at the highest legal rate allowed on past due amounts. You agree to pay us all reasonable costs, fees and expenses incurred by us in connection with the enforcement of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees. **(C)** Any default by you under this Agreement shall also be a default by you under any other agreement between you and us.

**8. Representations and Warranties.** You represent and warrant that you: (a) requested the Equipment and Services specified in this Agreement for use in commercial purposes and not for personal, family or household purposes or for or on behalf of a third party; (b) own the Premises or otherwise have the legal authority to authorize us to install the Equipment in the Premises; (c) will comply with all laws, codes, and regulations pertaining to the Premises and your use of the Equipment or our Services, and (d) are not using or passing through any Federal funds for the purpose of paying for any of the Equipment or Services we are providing under this Agreement.

**9. We Are Not an Insurer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, YOU AGREE THAT: (A) WE ARE NOT AN INSURER OF YOU, PERSONS WORKING OR OTHERWISE PRESENT AT YOUR PREMISES, OR OF YOUR PREMISES OR ITS CONTENTS; (B) IT IS YOUR RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE COVERING YOU, YOUR PREMISES AND ITS CONTENTS, YOUR EMPLOYEES, INVITEES AND OTHER AFFECTED PERSONS AND PROPERTY; (C) OUR CHARGES ARE BASED ON THE DETERRENCE AND OTHER VALUE OF THE EQUIPMENT AND SERVICES WE PROVIDE AND OUR LIMITED LIABILITY UNDER THIS AGREEMENT, AND ARE NOT BASED ON THE VALUE OF YOUR PREMISES OR ITS CONTENTS, OR THE LIKELIHOOD OR POTENTIAL EXTENT OR SEVERITY OF PERSONAL INJURY (INCLUDING DEATH) TO AFFECTED PERSONS; AND (D) THE EQUIPMENT AND SERVICES MAY NOT ALWAYS OPERATE AS INTENDED FOR VARIOUS REASONS, INCLUDING OUR NEGLIGENCE OR OTHER FAULT. WE CANNOT PREDICT THE POTENTIAL AMOUNT, EXTENT OR SEVERITY OF ANY DAMAGES OR INJURIES THAT MAY BE INCURRED BY YOU AND OTHER PERSONS WHICH COULD BE DUE TO THE FAILURE OF THE EQUIPMENT OR SERVICES TO WORK AS INTENDED. AS SUCH: (I) YOU AGREE THAT THE LIMITS ON OUR LIABILITY AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN YOU, US AND ANY AFFECTED THIRD PARTIES; (II) YOU WILL LOOK EXCLUSIVELY TO YOUR INSURER FOR FINANCIAL PROTECTION FROM SUCH RISKS AND LIABILITIES; AND (III) EXCEPT AS PROVIDED IN PARAGRAPH 10 BELOW, YOU WAIVE ALL RIGHTS AND REMEDIES AGAINST US, INCLUDING ALL RIGHTS OF SUBROGATION, THAT YOU, ANY INSURER OR ANY OTHER THIRD PARTY MAY HAVE DUE TO ANY LOSSES OR INJURIES YOU OR OTHERS MAY INCUR. THIS PARAGRAPH 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR ACCOUNT, AS WELL AS VOLUNTARY PAYMENT IN FULL BY YOU, ANY LEGAL PROCEEDING BY US TO COLLECT A DEBT OWED BY YOU, ANY BANKRUPTCY BY YOU, AND/OR ANY SALE BY US OF YOUR ACCOUNT.**

**10. Indemnity; Limitation of Liability.**

(a) **Indemnity.** We will hold you, your officers, directors, agents and employees, harmless from any claim, demand, losses, damages, injuries (including death), liabilities or other expenses ("Losses") to the extent and only to the extent that such Losses result solely and directly from the negligent acts or omissions of ADT, its agents or employees, during and within the scope of employment of such persons while present at a Premises; provided, however, that the terms of this Paragraph 10(a) shall not apply to, and we shall not in any event be liable for, Losses: (i) arising out of, resulting from, or in any way due or attributable to, the condition, nonfunctioning, malfunction, faulty design, faulty installation, or failure in any respect of the Equipment or Services to operate or perform as intended (collectively, "Alarm Failure Events"), regardless of whether such Alarm Failure Events arise out of the negligent acts or omissions of ADT, its agents, employees, subcontractors and/or suppliers (including software suppliers); and/or (ii) any loss of or damage to any computer system or electronic data arising out of, resulting from, or attributable to, an Alarm Failure Event or your request for our technician to access your systems or program your firewalls, routers and switches. Any liability of ADT for Alarm Failure Events or Losses arising out of Alarm Failure Events is strictly limited

pursuant to Paragraph 10(b) below.

(b) Limitation of Liability for Alarm Failure Events. **NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIABLE FOR ANY LOSSES ARISING DIRECTLY OR INDIRECTLY FROM ANY ALARM FAILURE EVENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR THE ADEQUACY OF THE EQUIPMENT DESIGN OR DESIGN CRITERIA ESTABLISHED BY YOU, YOUR DESIGN PROFESSIONAL, OR LOCAL CODE REQUIREMENTS. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 10(B), WE OR ANY PERSON OR ENTITY AFFILIATED WITH US ARE DETERMINED TO BE RESPONSIBLE FOR ANY LOSSES ARISING FROM ANY ALARM FAILURE EVENT, YOUR CLAIMS AGAINST US AND/OR ANY PERSON OR ENTITY AFFILIATED WITH US SHALL BE LIMITED TO \$2,000.00. THIS AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ALARM FAILURE EVENT, EVEN IF CAUSED BY ADT'S NEGLIGENCE OR THAT OF OUR AFFILIATES OR OUR RESPECTIVE EMPLOYEES OR AGENTS, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHER FAULT. AT YOUR REQUEST, WE MAY IN OUR SOLE DISCRETION AGREE TO ASSUME ADDITIONAL LIABILITY BY THE ATTACHMENT OF AN AMENDMENT TO THIS AGREEMENT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WERE WE TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, WE WOULD NOT PROVIDE THE EQUIPMENT OR SERVICES.**

(c) Intellectual Property Indemnification. If ADT has received from the manufacturers of the Equipment we install, an agreement to indemnify and/or defend any claim or suit or proceeding brought against ADT based on a claim that the sale, use or transfer of any Equipment is an infringement of any third party's patent or property rights, then ADT shall indemnify you and defend you against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent Equipment manufacturers. Should you receive notice that the Equipment allegedly infringes the rights of any third party, you shall promptly notify ADT in writing, and shall give full authority, information and assistance to ADT in connection with its investigation of the claim, and in connection with any settlement or compromise of such claim made with your consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, ADT may, at its sole cost and expense, elect to replace or modify the Equipment so that alleged infringement will not exist; provided, however, that such replacement equipment or modified equipment will continue to have at least the same functionality and performance specifications as the Equipment installed pursuant to this Agreement, and shall be acceptable to you in your reasonable discretion. ADT shall not have any other liability to you with respect to claims of intellectual property infringement.

(d) Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECULATIVE, SPECIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) Survival. The terms of this Paragraph 10 shall survive the termination of this Agreement and of your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**11. Hold Harmless**. If any third party files any claim or legal action against us, or any other person or entity authorized to act on our behalf, arising from any Alarm Failure Event as defined in Paragraph 10(a) above, then you agree to indemnify, defend and hold us, completely harmless from any such actions, including all damages, expenses, costs, and attorneys' fees we incur. This indemnification shall apply even if such actions arise from our negligence, breach of contract, breach of warranty, strict liability or other fault (and/or the negligence, breach of contract, breach of warranty, strict liability or other fault of our subcontractors and/or suppliers, including our software suppliers), subject to our limited liability set forth above. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**12. Customer Duties**. You agree to: (a) instruct all persons who use the Equipment on its proper use; (b) test the Equipment's protective devices and send test signals monthly to our Central Station; (c) turn off, control or remove all air conditioning systems, heaters and other items that interfere with alarm detection devices; (d) notify us immediately if a problem with the Equipment occurs; (e) obtain and keep in effect all permits and licenses that may be required for the installation and operation of the Equipment; (f) pay all usage fees imposed by any governmental authority in connection with the Equipment; (g) provide us a complete Monitoring Information Schedule so we may call your designated contacts in the event we reasonably believe there is an emergency at your Premises; (h) provide us any other emergency information we may request; (i) promptly update us in writing with any changes to your Monitoring Information Schedule; and (j) notify us prior to any change in your phone service, including, but not limited to a disconnection of your regular phone line or any change in vendors of your phone service. Your failure to perform under this Paragraph 12 is a material breach of this Agreement. You agree that we may provide the information on the Monitoring Information Schedule to any governmental authority having jurisdiction over us or the Equipment. **LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS AND LICENSES FOR USE OF THE EQUIPMENT HAVE BEEN OBTAINED, AND THEREFORE WE MAY NOT BEGIN MONITORING THE EQUIPMENT, AND MAY NOT DISPATCH EMERGENCY AUTHORITIES IN THE EVENT OF AN ALARM ACTIVATION, UNTIL YOU HAVE OBTAINED, AT YOUR EXPENSE, ALL NECESSARY PERMITS AND LICENSES, AND PROVIDED US WITH THE LICENSE OR PERMIT NUMBER.**

**13. Services.**

**A. Monitoring Services.** If you have subscribed to Monitoring, Signal Receiving and Notification Services, we shall program the Equipment to communicate to our monitoring facility ("Central Station"). When the Central Station receives an alarm signal from the Equipment (an "Alarm Event"), we will make reasonable efforts, consistent with local laws and our response policies, to contact the appropriate local emergency response provider ("Emergency Response Provider" or "ERP"), and the first person designated on your Monitoring Information Schedule. In the event a burglar alarm signal or fire signal registers at the Central Station, we may, in our sole discretion, endeavor to contact the Premises by telephone to verify that the Alarm Event is not a false alarm. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of ERPs in response to an Alarm Event, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the Alarm Event before dispatch. We do not guarantee that such additional measures will be successful or that Emergency Response Providers will be dispatched should an Alarm Event occur. In the event a supervisory signal or trouble signal registers at our Central Station, we shall endeavor to notify the Premises or the first available person designated on your Monitoring Information Schedule. We may, without notice to you, in response to governmental or insurance requirements, or otherwise in our sole discretion, alter, amend or discontinue any of our policies and procedures for alarm response. Also, you acknowledge and agree that any special instructions provided by you for the handling of alarm signals must be presented and agreed to by us in writing. We may, in our sole discretion, reject your special instructions. You understand that any deviation from our normal Alarm Event handling procedures may result in increased risk of loss or damage to you and your Premises.

**(i) Telecommunications.** You agree to provide a traditional telephone connection to the Public Switched Telephone Network. Such connection shall have priority over any other telephone or other equipment, and shall be within ten (10) feet of the Equipment control panel. You acknowledge that your use of DSL, ADSL, Digital Phone, or Voice over Internet Protocol (VoIP), or other internet based phone services may cause signal transmission to our Central Station may be interrupted, and that we do not recommend use of such services for signal transmission unless supplemented by a backup service which may be provided by us for an additional charge. If the Equipment is configured to operate over such nontraditional service, or if you change your phone service to a nontraditional phone service after installation, then you acknowledge that signal transmission may be interrupted by irregularities or changes in that service, power outages, and other circumstances beyond our control. **ACCORDINGLY, IMMEDIATELY AFTER THE INSTALLATION OF DSL, ADSL, DIGITAL PHONE, VoIP, OR OTHER BROADBAND OR INTERNET PHONE SERVICE YOU MUST NOTIFY US AND MUST TEST THE EQUIPMENT'S SIGNAL TRANSMISSION WITH THE CENTRAL STATION.** At your request, we may provide alternative forms of alarm communication utilizing your broadband internet service or a radio or cellular based system. You authorize us, on your behalf, to request services, orders or equipment from a telephone company or other company providing signal transmission or reception services or facilities under this Agreement. These services include providing lines, signal paths, scanning, transmission and/or reception. You agree that the telecommunication provider's liability is limited to the same extent our liability is limited pursuant to the terms of this Agreement.

**(ii) Digital Communicator.** If connection to our Central Station is to be by Digital Communicator, you agree to provide a connection via a registered telephone jack to a telephone channel required for the Equipment. Such connection shall have priority over any other telephone or Customer equipment, and shall be within ten (10) feet of the Equipment control panel. At your request, and at your sole cost and expense, we will provide such connection. You also acknowledge that our Central Station cannot receive signals should your transmission mode become nonoperational for any reason, and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with, or is otherwise damaged.

**(iii) Radio Interface.** If connection to our Central Station is to be by radio frequency, such as cellular or private radio, there may be times when the Equipment will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of an additional means of communications is recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services.

**B. Internet Protocol Based Services.** If any of the Services you select communicate or transmit over an internet protocol based service, you acknowledge and agree that: (i) you will maintain 120V AC power supply for each device; (ii) we are not responsible for your network or internet services, which may be affected by conditions beyond our control, and that any interruptions in your network or internet service may cause the Services to fail to operate as intended; (iii) you may be required to maintain a static IP address, which may require you to incur additional costs, and that any changes to your IP address may cause a service interruption; (iv) you may be required to open certain port(s) on your firewall for proper communication; and (v) you are responsible for the configuration of your routers, firewalls, switches, and hubs, if applicable, to ensure communication with our Central Station.

**C. Limited Warranty.** Subject to the limitations and exclusions set forth below, during the Warranty Period following installation reflected on page 1 of this Agreement, or on a separate Additional Premises Rider or Schedule of Protection, we will at our cost, repair or, at our option, replace, any defective part of the Equipment we install, including wiring, and will make any needed mechanical adjustments. We will use new or reconditioned parts for replacements. Our obligations under this Paragraph are for your benefit only, and may not be enforced by any other person. The laws of your state may give you rights in addition to or different from those described herein.

**D. Extended Service Plan.** Subject to the limitations and exclusions set forth below, if you have subscribed to our Extended

Service Plan, then in lieu of our Limited Warranty obligation, we will at our cost repair the Equipment we install for the duration of the term of such Extended Service Plan. Your participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at our then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If you subscribe to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. To purchase our Extended Service Plan, call 1-800-GET-HELP.

(i) **Extended Warranty.** Subject to the limitations and exclusions set forth below, during the first ninety (90) days after installation, we will at our cost, repair or, at our option, replace, any defective part of our Installed Equipment, including wiring, and will make any needed mechanical adjustments. We may use reconditioned parts for replacements. Our obligations under this paragraph are for your benefit only, and may not be enforced by any other person. After (90) days with respect to Repair Service pricing, a \$25 trip charge will be charged by Dealer for each Repair Service dispatch to the Monitored Location. In addition, if your equipment ceases working but is not covered by our warranty, Customer is responsible to pay Dealer for any and all costs and fees associated with repairs or services made to the Equipment, including but not limited to hourly service rates and the cost of replacement parts, all charged at Dealer's then-current rates. The laws of your state may give you rights in addition to those described herein.

**E. Cameras/Video.** We will install and connect the camera devices described in this Agreement at your Premises. You acknowledge and agree that: (i) the Equipment is being installed at your specific request and is for the safety and security of the employees, invitees and other persons at the Premises, and for no other purpose; (ii) the Equipment will only be installed in public areas within the Premises, and will not be installed or utilized in any area where persons have a reasonable expectation of privacy, such as bathrooms, etc.; and (iii) You will provide adequate illumination under all operational conditions for the proper operation of the video camera and will provide the 120 AC power supply where required. Based on the following service selections, the camera(s) will be configured as follows: (1) e-Secure Video: the camera(s) may (i) provide live streaming video which may be viewed from your ADT account on a PC with adequate internet connectivity, or (ii) send video related to specific Alarm Events which may be forwarded to your e-mail account or mobile device. ADT will not receive or store these video recordings. (2) Verification Video Service: the Equipment will be configured to send images to an alarm operator for verification of video images directly associated with fire, burglary, panic, or critical condition alarm signals. If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation, (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment and any equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment. (3) **Remote Tours:** an alarm operator will review video images at regular intervals as scheduled by you for images associated with critical and non-critical events or conditions as defined by you and accepted by us.

**F. Radio/Cellular Service.** (i) Backup: We will install and connect a radio or cellular transmission device to your alarm System. The transmission device will be a backup communication link with our Center in the event that your regular telephone service or primary communication link to our Center is disrupted. (ii) Primary: If you select Primary service, a radio or cellular transmission device will be your alarm System's only communications link with our Center. If you have selected Backup or Primary services, you acknowledge there may be times when your System will be unable to acquire, transmit, or maintain an alarm signal, and that radio frequency transmissions may be impaired or interrupted by a variety of conditions and circumstances beyond our control, including storms and power failures. Accordingly, the utilization of a backup means of communication with our Center is always recommended. Also, changes in rules, regulations and policies of the FCC and other governmental bodies may require discontinuation or modification of some or all of these Services. Should your cellular or radio transmitter malfunction, it could interfere with the proper operation of the entire network communicating with our Center and other communications transmissions. FCC regulations require that we or our contractors or designees have immediate access to your transmitter in the event of such a malfunction or emergency, and you agree to permit access to such persons in such an event. Should you refuse to provide such access, you agree we will be entitled to obtain an ex parte court order permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances. You agree to pay all reasonable expenses, including attorneys' fees, we incur in connection with such proceedings.

**G. Wireless Devices.** You understand that all wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Contract are not physically connected to the System (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is your sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that you regularly inspect any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that you carefully read and follow the owner's manual, instructions and warnings for all equipment, including all wireless devices.

**H. e-Secure.** If you have subscribed to e-Secure services, you will have access to your monitoring account via an internet or other connection, and will be able to remotely arm, disarm and make changes to, and receive various notifications from, the

Equipment. Based on your account configuration, you may also receive e-mail, text or video transmissions notifying you of selected events that occur with the Equipment. You agree that these notifications are not intended to replace our professional monitoring services and understand that there is inherent risk associated with response to potential Alarm Events. Under no circumstances will we be liable for any loss, injury or damage of any kind incurred as a result of your response to these notifications. We are not responsible for any software or hardware purchases necessary for you to remotely access the Equipment. Also, we are not responsible for your internet, cellular or telecommunication services, which can be affected by conditions beyond our reasonable control.

**I. Direct Connect Services.** If this Agreement so indicates, we will install a direct connection to the law enforcement, fire department or other agency shown on your Monitoring Information Schedule. Alarm signals transmitted by the Equipment will be monitored by the police and/or fire departments or other ERP's or their agents. You acknowledge and agree that such agencies are not the agents of ADT. ADT hereby disclaims any responsibility for the manner in which such signals are monitored, and/or the response, or lack of response, to such signals by the persons monitoring the Equipment.

**J. Inspections.** We will provide the number of inspections of the Equipment as specified in this Agreement during our normal working hours and subject to the conditions and exclusions set forth in Paragraph 14 below.

**K. Alarm Verification.** If your police or fire department now or in the future requires physical, visual or other verification of an emergency condition before responding to a request for assistance, then you agree to subscribe to such verification service, or otherwise comply with such requirements. We may charge an additional fee for such service.

**L. Device Verification Service.** If you subscribe to Device Verification service, Equipment will be installed which, as to certain locations in the Premises, requires the activation of two (2) or more sensing devices, requires a second activation of a single alarm sensor, or requires a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. You assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at the Premises.

**M. Vault Protection.** You represent and warrant to us that any vault covered under this Agreement by sound or vibration detection systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. You agree to test any ultrasonic, microwave, capacitance or other electronic equipment designated in this Agreement prior to setting the Equipment for closed periods according to procedures established from time to time by ADT, and to notify us promptly in the event that such equipment fails to respond to the test.

**N. eSuite.** If you have subscribed to eSuite services you will have access to the eSuite online web portal where authenticated users have varying levels of visibility of alarm account activity, contact lists, reporting capabilities and electronic notification options. Level of functionality will depend on the level of eSuite that you have subscribed to.

**O. eVideo.** If you have subscribed to eVideo services and a compatible video alarm verification service from ADT, you will have access to view alarm incident video via an eVideo tab on your eSuite account page.

**14. Limitations on our Warranty, Extended Service Plan and Service Obligations.** We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. **IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR AND PARTS.** The Extended Service Plan shall apply to consumable items such as batteries, and to window foil, security screens and exterior mounted devices, only for the Warranty Period following installation. In addition, we have no obligation under our Limited Warranty or Extended Service Plan if we determine that any of the following conditions caused the need for service: (A) Damage resulting from storms, natural disasters, accidents, acts of God, strikes, riots, floods, terrorism or any other cause beyond ADT's reasonable control; (B) Your failure to properly close or secure a door, window or other point protected by an alarm device, or to properly follow operating instructions; (C) Telephone line malfunctions or modifications to your telephone service that render it incompatible with the Equipment or our Central Station; (D) Your failure to provide ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under our Extended Service Plan), or you permit anyone other than our authorized representative to perform service on the Equipment; (E) Physical alterations to your Premises or to the Equipment, or made necessary by damage to your Premises or the Equipment; or (F) Any of the reasons described in Paragraph 5 above. Our warranty applies only to Equipment installed by us. You must furnish the necessary electrical power at your expense to obtain warranty services. Charges for non-covered repairs will be at our then-current labor and material rates, including a minimum visit or trip charge. **OTHER THAN THE LIMITED WARRANTY AND OUR OBLIGATIONS UNDER THE EXTENDED SERVICE PLAN (IF SUBSCRIBED TO), WE MAKE NO GUARANTY OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES WE PERFORM OR THE EQUIPMENT WE PROVIDE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE.**

**15. Delays.** We shall have no liability for delays in installation of the Equipment or for the consequences thereof, however caused, or for interruptions of Service or for the consequences thereof, due to strikes, riots, floods, acts of God, terrorism, or any other causes beyond the reasonable control of ADT, and ADT will not be required to provide Services or substitute services to you while any interruption of Services due to any such causes shall continue.

**16. Assignment.** You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise,

without our prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, provided you are not in default under this Agreement, you may assign this Agreement in its entirety, without our consent, in connection with a merger, acquisition, corporate reorganization, or a sale of all or substantially all of your assets, to a person or entity which expressly assumes and agrees to perform your obligations hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns. We may assign this Agreement or subcontract any or all of our obligations under this Agreement without your consent and without notice to you. The provisions of this Agreement (i) apply to and inure to the benefit of each of our assignees, subcontractors and/or suppliers (including our software suppliers), and (ii) bind you to all such persons or entities with the same force and effect as they bind you to ADT. This includes the protections set forth in Paragraphs 9, 10 and 11. In this Agreement, "Services" shall be deemed to include all alarm monitoring-related services, including but not limited to all such services provided, in whole or in part, though or in common with any software that we license from our software suppliers.

**17. Severability.** If any of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

**18. Arbitration of Disputes.** In the event any claim or dispute, regardless of its basis, arises between you and us, including any claim or dispute relating to this Agreement, any of your Premises, the Equipment, our Services, or the Charges due hereunder, or under any other agreement between you and us (collectively, your "Account"), or the scope of this arbitration provision, you or we may elect to resolve the claim or dispute by binding arbitration. Neither you nor we shall be entitled to join or consolidate claims in arbitration, or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. The filing of a lawsuit by any party shall not constitute a waiver of any rights under this arbitration provision. The arbitration shall be conducted by the American Arbitration Association in accordance with its procedures in effect when the claim is filed. This Paragraph 18 and any arbitration conducted hereunder shall be governed by the Federal Arbitration Act (FAA). Any arbitration hearing will take place in Dallas, Texas. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator's decision will be final and binding, except for any appeal rights under the FAA, and except that if the amount in controversy exceeds \$100,000.00, any party may appeal the award within thirty (30) days to a three-arbitrator panel which shall review the award de novo. The prevailing party shall be entitled to reimbursement of all its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party. Judgment upon any arbitral award may be enforced in any court having jurisdiction.

**19. Legal Actions.** All claims, disputes and legal actions arising under this Agreement (a "Legal Action") will be governed by the laws of the State where your Premises is located and any applicable Federal laws, without regard to conflict of law principles. You agree to file any claim, dispute or Legal Action arising out of this Agreement, the Equipment or our Services (whether based in negligence, breach of contract, breach of warranty, strict liability, or other fault) within one (1) year after the date the cause of action for such claim accrued. This provision shall survive the termination of this Agreement and your Account, as well as voluntary payment in full by you, any legal proceedings by us to collect a debt owed by you, any bankruptcy by you, and/or any sale by us of your Account.

**20. Entire Agreement.** This Agreement is the entire agreement between you and us, and supersedes all previous contracts or agreements between you and us regarding alarm or similar services. You agree that we are not bound by any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement. The terms and conditions of this Agreement shall govern over the provisions of any other document, including but not limited to your purchase orders, with inconsistent terms.

**21. Execution.** This Agreement and any signatures on it may be transmitted and delivered by facsimile or other electronic means (such as email), and all such signatures and electronic transmissions of this Agreement are to be treated as originals for all purposes and given the same legal force and effect as a signed paper contract. In addition, this Agreement may be signed and accepted electronically by both parties, and the mutually accepted version of this Agreement, whether printed or electronic, also is to be treated as an original for all purposes, with the same legal force and effect as a signed paper contract. Your obligations under this Agreement are binding on all authorized users of the Equipment. Each party has substantially participated in the drafting and negotiation of this Agreement, and no provision hereof shall be construed against either party by virtue of the fact that such provision was drafted by such party. Each party represents and warrants that it has the unqualified right to enter this Agreement, and that it has the right to perform all obligations under this Agreement.

**22. Alarm.com** If your alarm monitoring system includes Mobile Control, you acknowledge that (i) you have read and accepted the Alarm.com terms below, and (ii) you must activate your Alarm.com account online pursuant to the instructions given to you by us, and until you activate your Alarm.com account, you will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that you will not have the enhanced Mobile Control service, which means, among other things, that you will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm your panel upon entry into your premises. In addition, once your Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, you must arm/set your alarm system at least once every 30 calendar days. If you fail to arm/set your alarm system at least once every 30 days, then you will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as you contact us to reactivate your Mobile Control services. Therefore, we strongly encourage you to activate your Alarm.com account and arm/set your alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

**Alarm.com TERMS IMPORTANT -- READ CAREFULLY:** You have agreed to purchase residential or commercial security, video

still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer (“**Dealer**”) pursuant to an agreement with the Dealer (“**Dealer Agreement**”). Alarm.com Incorporated, a Delaware corporation (“**Alarm.com**” or “**us**” or “**we**”), has authorized the Dealer to market and sell Alarm.com’s services (“**Services**”) to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices (“**Equipment**”) that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com’s offering of the Equipment and Services (“**Terms**”) and are part of your agreement with the Dealer and **contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment.** By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

**A1.** Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don’t remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

**A2.** The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, “**Materials**”) and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

**A3.** If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

**A4.** THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS (“LIMITED WARRANTY”). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED “AS IS,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

**A5.** (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT

REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US. IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

**A6.** You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

**A7.** If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

**A8.** You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

**A9.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

**A10.** These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

**A11.** If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

**A12.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN

ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., MSA Systems Integration, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc. ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at [www.adt.com/commercial/licenses](http://www.adt.com/commercial/licenses).

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

**Signatures**

**NOTICE:** Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

**IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.**

Florida law requires alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise to store firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT at 866-806-2166.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

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<hr/> Customer Authorized Representative	Printed Name	Title	Date
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ADT Representative	Printed Name	Title	Date
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ADT Authorized Manager	Printed Name	Title	Date
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February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question:** Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*

COPY

**Question: How far along is the pedestrian bridge? Will the bridge be done by May?**

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question: Going to the scope, what are the specs for the pathways?**

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 1/2" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question: Do you have an estimated budget?**

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

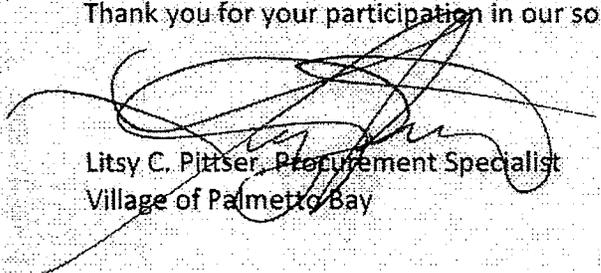
**Question: For the root barriers does the Village require an arborist?**

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 1

Amendment of ITB# No.: 1920-12-004

Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II

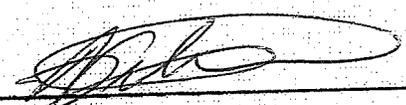
Name of Bidder: STAR PAVING, CORPORATION

9312 NW 13 ST BAY #7

DORAL, FL 33172

Date Addendum Received February 11, 2020

Total Pages of Addendum including Acknowledgement 3

  
Signature

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



February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 2**

Prospective Contractors,

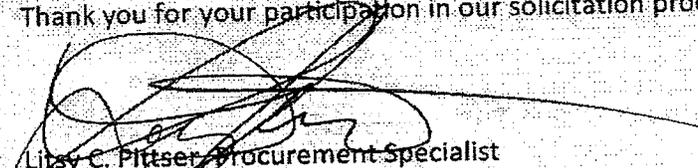
This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.**

**Village-Answer: *Yes, A Florida General Contractor's License is acceptable.***

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-004

Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II

Name of Bidder STAR PAVING, CORPORATION

9312 NW 135T # 7

DORAL FL 33172

Date Addendum Received 2/14/2020

Total Pages of Addendum including Acknowledgement 2

  
Signature

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

# Invitation to Bid

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

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**TITLE:**

Construction of Coral Reef Park Pathway Extension – Phase II

**ITB NO.:**

1920-12-004

**GRANT: DEP: LW672**

Florida Dept. of Environmental  
Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**

**INVITATION TO BID (ITB)  
No. 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II**

The Village of Palmetto Bay, Florida is soliciting bids for the construction of asphalt Pathways at Coral Reef Park. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Thursday the 20<sup>th</sup> day of February 2020 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. 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, February 4<sup>th</sup>, 2020 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Wednesday, January 22<sup>nd</sup>, 2020. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and 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.

**VILLAGE OF PALMETTO BAY (the “Owner” or the “Village”)  
CONSTRUCTION OF CORAL REEF PARK PATHWAY EXTENSION – PHASE II**

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To construct and tie into existing Pathway approximately 1,170 linear feet 10' wide of asphalt grade base to include clearing and grubbing, stabilized subgrade scarifying and compaction, 4" crushed limerock base with density tests, 1.5" Superpave Asphaltic Conc Type SP-9.5 (1 Lift), grading of perimeter of Pathway to include fill. Centered in the middle as cross section shall be a hexagon shape slab 80' feet diameter tying in the four (4) pathways that intersect. Removal of roots, installation of root barriers, where needed. Must include all permits, finish grading and topsoil to replace or repair the sod area after completion of project. Removal of all debris shall be picked up and disposed at an approved landfill. The Contractor will furnish all the labor, materials and shall need to provide to the Village their MOT plan to eliminate possible injuries to the park patrons.

**INSTRUCTION TO BIDDERS**

**1. DEFINED TERMS**

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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

**2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

**3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained

**4. INTERPRETATIONS**

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 after **3:00PM on Friday, February 14<sup>th</sup>, 2020** 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.

**5. BID SECURITY**

5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

5.2 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, Owner 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 Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner 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.

All bids must be based on the bid form attached to this Invitation to Bid (ITB).

**END OF SECTION**

## SECTION 3.0: Terms and Conditions for Receipt of Bids

### 3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. 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. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### 3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

#### Examination of Site

**3.01.1** 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 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 him or herself 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 Specifications and/or as provided by Owner; (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.

3.01.2 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 the 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/her Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 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.

3.01.4 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.

3.01.5 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.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda

will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Friday, February 14<sup>th</sup>, 2020 no later than 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

### **3.05 Revision of Bids**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

### 3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

### 3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH\\_2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH_2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

### 3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. Disclosure of Lobbying Activities
13. Debarment and Suspension

### 3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

### 3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

### 3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages. Coverage to include all owned, non-owned, hired vehicles used in connection to this project.
- Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

The Company 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 Company 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.

### **3.14 Accounting**

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Contract Time**

The agreement will commence when signed and shall stay in force until the completion of the project scope.

### **3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

### **3.22 Litigation**

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.23 Sub-contractors**

If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. 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 Subcontractors" 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 Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner 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 Owner'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 Owner or Engineer 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 Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive. Suspension and Debarment of a subcontractor will be verified.

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 Owner 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 Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.25 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest-grade workmanship.

#### **3.25.1 Substitute Material and Equipment**

The Contract, if awarded, will be on the basis of material and equipment described in the 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 Engineer, application for such acceptance will not be considered by Engineer until after the

"effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer 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.

### **3.25.2 Quality Assurance Requirement**

The contractor must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analysis, reviews and consultations.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com](http://www.municode.com):  
[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.27 Force Majeure**

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 this Agreement.

### **3.28 Work Delays**

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

### **3.29 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 Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company 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.

### **3.30 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 Services – MINIMUM SPECIFICATIONS

### 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 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 project specifications are to install 1,170 linear feet, 10 feet wide asphalt pathway along the discontinuous areas and to include an 80' feet hexagon slab in the center of the cross paths that intersect to tie in the (4) paths as shown on site plan. Project address is: 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 Pathway 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 bid 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 near 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 near 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.

#### 4.6 BID FORM (Please note that approximate linear footage has been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid form.)

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

N/A

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

**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 PUBLIC SERVICE Director and/or his designee.

### 5.3 SCOPE OF WORK

The scope of these specifications is to install 1,170 linear feet, 10 feet wide asphalt Pathway along the discontinuous areas and to include a hexagon shape slab 80' in diameter to serve as a connection in the center for the pathways 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 Pathway 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 Pathway 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 PUBLIC SERVICE Director or his representative. The instructions of the PUBLIC SERVICE 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 PUBLIC SERVICE Director or his representative is always to have free access to the materials and the work 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 PUBLIC SERVICE 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 PUBLIC SERVICE 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 01 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](http://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 1/2"-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 1/2"-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.

#### 5.8 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 always be present during the work and shall be authorized to act for the Contractor. The Contractor shall keep on the job enough equipment and manpower 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 always be subject to inspection by the Village Inspector. 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 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 Pework 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 Pework 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 once the Village has accepted the work to its satisfaction. Commencement will be based on the date the agreement has been signed and the issuance 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.

## 5.0 TECHNICAL SPECIFICATIONS

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL “STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION”

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

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**Division I**

**SPECIAL PROVISIONS**

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are in Division II.

**END OF DIVISION I**

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**Division II Allowances**

**Part 1 – Scope of Work –Special Provisions**

**1.01 DEFINITION**

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

**1.02 ALLOWANCE ACCOUNT**

- A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.
- B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

**1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES**

A. Engineer's Duties:

- 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
- 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
  - a. Product, model and/or class of materials.
  - b. Accessories and attachments.
  - c. Supplier and installer as applicable.
  - d. Cost to Contractor, delivered to the site or installed, as applicable.
  - e. Warranties
  - f. Quantities
- 3. Transmit Owner's decision to the Contractor.
- 4. Prepare work authorizations and change orders.

B. Contractor's Duties:

- 1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
3. Make appropriate recommendations for consideration of the Engineer.
4. Notify Engineer promptly of:
  - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
  - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

**1.05 ADJUSTMENT OF COSTS – N/A (LUMP SUM)**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:~~

~~The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~

~~For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~

- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

**3.01 MEASURE AND PAYMENT**

- A. The cost shall include a fixed amount per the Bid Form.

**END OF DIVISION II**

## Division III – Mobilization

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3      EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION III**

## Division IV – Maintenance of Traffic

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 101-1 Description:** This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

**END OF DIVISION IV**

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## **Division V - Prevention, Control, and Abatement of Erosion and Water Pollution**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### **1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

##### **Article 104-5 Preconstruction Conference**

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

### **PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### **PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION V**

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**Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE**

**PART 1 GENERAL**

**1.01 SUMMARY**

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

**1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION**

**Article 300-9 – Basis of Payment** - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

**PART 2 MATERIALS**

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**PART 3 EXECUTION**

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VI**

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## Division VII - INLETS, MANHOLES AND JUNCTION BOXES

### PART 1 GENERAL

#### 1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

#### 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

**Article 425-8.1 New Structures Delete** the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

**Article 425-6.8 Adjusting Existing Structures** – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

### PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

### PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

**END OF DIVISION VII**

~~Division VIII UTILITY RELOCATIONS – Not-Applicable~~

~~PART 1 SCOPE OF WORK~~

~~1.01 DEFINITION~~

- ~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.~~

~~1.02 ALLOWANCE ACCOUNT~~

- ~~A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.~~
- ~~B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.~~

~~1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS~~

~~A. Engineer's Duties:~~

- ~~1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.~~
- ~~2. Provide written authorization to request cost estimate.~~
- ~~3. Transmit Owner's decision to the Contractor.~~
- ~~4. Prepare work authorization.~~

~~B. Contractor's Duties:~~

- ~~1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.~~

- ~~2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.~~
- ~~3. If authorized by Engineer, coordinate with provider to have utility relocations/deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.~~
- ~~4. Notify Engineer promptly of:
  - ~~a. Any effect on the construction schedule anticipated as a result of utility relocation/deflection.~~~~

**1.04 ~~ADJUSTMENT OF COSTS~~**

- ~~A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
  - ~~1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.~~
  - ~~2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities used.~~~~
- ~~B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.~~
- ~~C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.~~
- ~~D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.~~

**PART 2 PRODUCTS**

~~Not Used.~~

---

**PART 3 EXECUTION**

**3.01 ~~MEASURE AND PAYMENT~~**

~~A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change~~

**END OF DIVISION VIII**

**SECTION 6**

**6.00 Bid Submission Requirements**

**BID SUBMITTAL CHECKLIST**

In order to be responsive, the bidder must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 20<sup>th</sup>, 2020.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Introduction letter with contact information  
Years in Business  
Lead team information  
Section 9 (Required Proposal Forms)  
Bid Form Cost Sheet  
5% Bid Bond  
Trench Safety Acknowledgement  
Addendum Acknowledgement

- C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

- D. ***Litigation History***

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Company if it determines to be excessively litigious.

**END OF SECTION**

---

## SECTION 7.0: Evaluation and Selection Criteria

### 7.00 Evaluation Criteria

#### EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

**END OF SECTION**

**SECTION 8.0: Schedule of Events**

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Wednesday, January 22nd, 2020	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, February 4th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Friday, February 14th, 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Thursday, February 20th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**8.01 Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**"Continued on Next Page"**

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

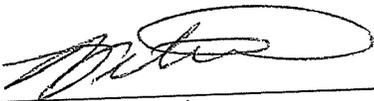
**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: 

Name (typed): Abree T. Mendez

Title: President

Company: STAR Paving Corporation

Date: 2/17/2020

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Grading	Parent Marking Signs	2039 opa locka Blvd opa locka, Fl 33057	786-431-6788

---

**REFERENCES**

Each proposal must be accompanied by a list of at **three (3)** references, which shall include all the information requested below:



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Coral Reef Pathway Extension Ph 2

Name of Bidder: STAR PAVING CORPORATION

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:

Title/Scope of Work: Paving & Drainage

Initial Value of Contract: 650,000 Final Value of Contract: 671,000

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: 1 Were any contractor driven: None

Number of RFI's submitted by the vendor: 7

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

Very reliable company works well with other subs.

Name of Public Entity/Company: JCM Development

Name of Individual completing this form: Juan Carlos Mena

Signature: [Signature] Title: President Telephone: (305) 596-3739

Email: JCMDEV@BellSouth.net

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: STAR PAVING CORPORATION

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:

Senator Villas Apartments

Clearing and Grubbing, grading, lime-rock base, new asphalt, site drainage

Initial Value of Contract: \$200,000.00 Final Value of Contract: same

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No (we have been working with Star Paving over

Would you enter into a contract with the vendor in the future?  Yes  No <sup>15 years</sup>

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

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

Number of RFI's submitted by the vendor: N/A

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

**Contractor Information**

Name of Public Entity/Company:

MD- Housing Department - Stonehenge Construction, LLC

Name of Individual completing this form:

Eduardo Vilchez

Signature:  Title: Senior Project Manager Telephone: 786-367-2766

Email: evilchez@shc-us.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: Coral Reef Park Pathway Extension PH 2

Name of Bidder: STAL PAVING CORPORATION

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: TIDES VILLAGE - 1201 Collins Ave. Miami Beach - SITE DRAINAGE, GREN BOXES, FRENCH DRAINAGE, DRIVEWAYS, CURBS/EDGES, SIDEWALKS, ASPHALT, ETC.

Initial Value of Contract: \$158,205.00 Final Value of Contract: \$267,831.25

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: 5 Were any contractor driven: NO - AM WERE ADDED SCOPE.

Number of RFI's submitted by the vendor: 4

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

**Reference Information**

WORK WAS COMPLETED PER PLANS AND SPECS, AND TIME AND IN A PROFESSIONAL MANNER WITH GREAT ATTENTION TO DETAIL AND WORKMANSHIP.

Name of Public Entity/Company: CUESOA CONSTRUCTION

Name of Individual completing this form: Alex M. Lorenzo

Signature: [Signature] Title: Construction Manager Telephone: 305-219-8932

Email: Alex@CuesoaConstruction.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the \_\_\_\_\_ contract.

Signature of Official: 

Name (typed): Abel T. Mendez

Title: President

Company Name: STAR Paving, Corporation.

Date: 9/17/2020

**NON-COLLUSIVE AFFIDAVIT**

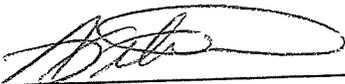
STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE   }

SS:

Abeel T. Mendez being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: STAR Paving Corporation the Company that has submitted the attached Bid;
- (2) He/she is 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 a sham Bid;
- (4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Abeel T. Mendez

Title: President

Company Name: STAR Paving, Corporation

Date: 2/17/2020

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ACKNOWLEDGMENT

State of Florida

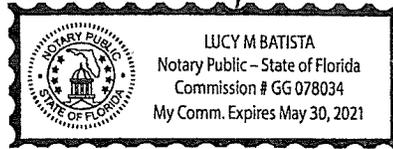
County of Miami - Dade

On this 17<sup>th</sup> day of February 2020 before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. Mendez 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

*Lucy M. Batista*

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 Abel T. mendez

For Star Pawing Corporation

Whose business address is: 9312 NW 13<sup>ST</sup> Bay #7 Doral, FL 33172

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-2270057

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or guilty or nab contenders.

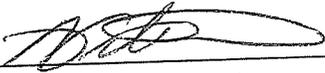
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

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 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Abel T. Mezida

Title: President

Company Name: STAR Pawing Corporation

Date: 2/17/2020

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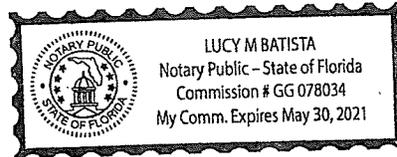
ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this 17<sup>th</sup> day of February, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abeet T. marula 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  
Lucy M. Batista  
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.

**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: Abel T. Mendez  
(print individual's name and title)

for: STAR PAVING, CORPORATION  
(print name of entity submitting sworn statement)

Whose is: 9312 NW 13<sup>th</sup> ST BAY #7 DORAL, FL 33172 address

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
59-2270057

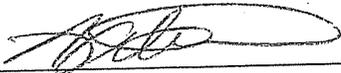
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I, being duly first sworn state: That the above named Company, 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.

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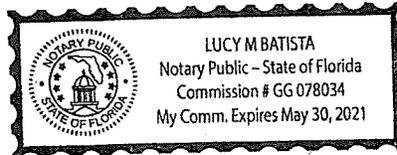
Signature of Official:   
 Name (typed): Abel T. Mendez  
 Title: President  
 Company Name: STAR Paving, Corporation  
 Date: 2/17/2020

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

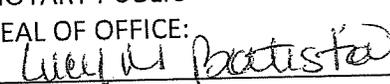
On this 17<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. Mendez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.



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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Abel T. Mendez being first duly sworn

state: Florida

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:

STAR Paving Corporation 9312 NW BST #7 Doral, FL 33172  
Federal Employer Identification Number (If none, Social Security Number)

59-2270057

Continued on next page

Name of Entity, Individual, Partners or Corporation

STAR PAVING, CORPORATION

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

9312 NW POST BAY 7 DORAL, FL 33172

Street Address Suite Village State Zip Code

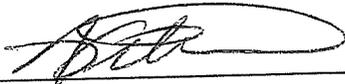
**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Abel T. Mendez	2135 SW 98 Ave Miami, FL 33165	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, 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): Abel T. Mendez

Title: President

Company Name: STAR Paving, Corporation

Date: 2/17/2020

ACKNOWLEDGMENT

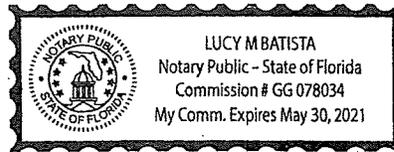
State of Florida

County of Miami Dade

On this 7<sup>th</sup> day of February, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Abel T. Meida 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

Lucy M. Batista  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC

SEAL OF OFFICE:

Lucy M. Batista

(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.



**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Star Paving Corporation or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: [Handwritten Signature]

Name (typed): Ahlee T. mendez

Title: President

Company Name: STAR Paving, Corporation

Date: 2/17/2020

**ACKNOWLEDGMENT**

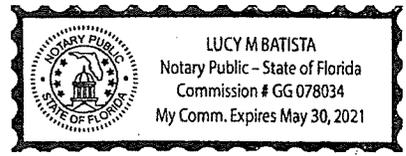
State of Florida

County of Miami Dade

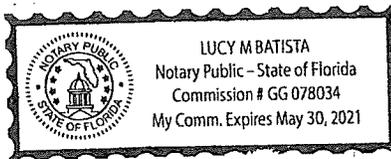
On this 17<sup>th</sup> day of February, 2020 before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Continued on next page



NOTARY PUBLIC

SEAL OF OFFICE:

Lucy M. Batista

(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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed on February 17, 2020 at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Abel T. Mendez

Title: President

Company Name: Star Paving Corporation

Date: 2/17/2020

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above  
**STAR Pawing, Corporation**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**9312 NW 13th St BAY 7**

City, state, and ZIP code  
**Doral, FL 33172**

Requester's name and address (optional)

List account number(s) here (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

59	-	827	0057
----	---	-----	------

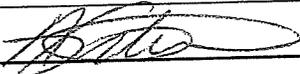
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ **2/17/2020**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and  
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Star Prang, Corporation

Date: 2/7/2020

Authorized Signature: 

Title: President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Star Paving, Corporation

By: [Signature]

Date: 8/17/2020

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION 10.0: Other Forms

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: STAR PAVING CORPORATION  
Company

9312 NW 135T #7 DOWNS, FL 33172  
Address

ATT: Abel T. Mendez - President  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Park Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

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 (Owner) on \_\_\_\_\_ (Date).

Two (2) 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 Owner.

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 Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from \_\_\_\_\_.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Construction of Coral Reef Pathway Extension – Phase II**  
ITB No. 1920-12-004 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. 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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

*See attached*

**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 **Construction of Coral Reef Park Pathway Extension- Phase II** (ITB No. 1920-12-004).

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 known, 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).

Continued on next page

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, Star Paving Corporation (hereinafter called the Principal), and NGM Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida 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 Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid ), 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")  
Construction of Coral Reef Park Pathway Extension – Phase II**

for said Village, and;

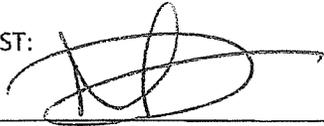
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

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.

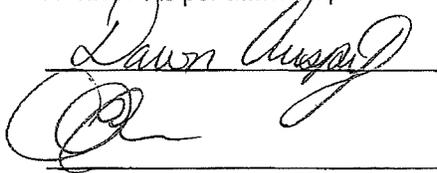
IN WITNESS WHEREOF, THE said Star Paving Corporation, as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said NGM Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its attorney-in-fact, under its corporate seal, this 20th day of February, 2020 and attested by its power of attorney February 20, A.D., 2020.

ATTEST:

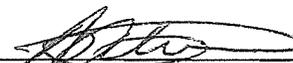


\_\_\_\_\_

ATTEST: As per attached power of attorney



Star Paving Corporation

By:  (Title)

(Principal)

NGM Insurance Company

By:  Warren M. Alter (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).



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Warren M Alter, David T Satine, Dawn Auspitz, Doreen Marie Shearin, Jonathan Bursevich** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President, General  
Counsel and Secretary

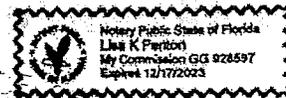


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lois K Pentz*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 20th day of February, 2020

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



**PERFORMANCE BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-004**

**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 **Coral Reef Park Pathway Extension – Phase II**,  
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 Oblige to Principal under the Contract and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige 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 Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Principal

Surety

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Continued on next page

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

**PROJECT TITLE: Construction of Coral Reef Park Pathway Extension – Phase II**

**CONTRACTOR:**

**CONTRACT NO: 1920-12-004**

**CONTRACT DATED:**

STATE OF § FLORIDA

COUNTY OF § MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we \_\_\_\_\_, of the Village of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$\_\_\_\_\_ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of Coral Reef Park Pathway Extension, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Principal

Surety

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

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

---

**CONTRACTOR'S Affidavit and Partial Release**

Owner: Village of Palmetto Bay  
Project: Construction of Coral Reef Park Pathway Extension – Phase II

Request for Proposal#: 1920-12-004

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 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-subcontractor's 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

**CONTRACTOR'S Affidavit and Final Release**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

RFP# 1920-12-004

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.

\_\_\_\_\_(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

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004

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

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**WAIVER AND FINAL RELEASE OF LIEN**

Owner: Village of Palmetto Bay  
Project: **Construction of Coral Reef Park Pathway Extension – Phase II**

Invitation to Bid#: 1920-12-004  
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.

Continued on next page

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

**SECTION 11.0: Exhibits**

**AGREEMENT**

**VILLAGE OF PALMETTO BAY**

**Construction of Coral Reef Park Pathway Extension – Phase II**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on \_\_\_\_\_, and

WHEREAS, Company submitted a Bid dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for the construction of an **ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II.**

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated \_\_\_\_\_ (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2      Scope of Work

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

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheet and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the “Goods”) as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

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

Article 3      Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Office, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Fanny Carmona, Director of Parks and Recreation.

Article 6      Termination

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10      Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company 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 Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company 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.

#### Article 12      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 14      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Company:

Fanny Carmona, Director  
Parks and Recreation  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18      Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20      Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29      Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30      Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31      Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32      Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33      Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder. Contractor must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 34      Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 35      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue

to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36      Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38      Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. 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 Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the 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 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ 60,000.<sup>00</sup>/<sub>100</sub>

Contract Price (in words) Sixty thousand dollars and zero cents

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

COMPANY

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt

\_\_\_\_\_

Print Name

Print Name

Interim Village Manager

\_\_\_\_\_

Title

Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney

# Invitation to Bid

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



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**TITLE:**

Construction of Coral Reef Park Pathway Extension – Phase II

**ITB NO.:**

1920-12-004

**GRANT: DEP: LW672**

Florida Dept. of Environmental  
Protection

**DUE DATE:**

Thursday, February 20, 2020

on or before 3:00 p.m. EST  
Municipal Building

**ISSUED:**

Wednesday, January 22, 2020

**CONTACT PERSONS:**

Director of Parks and Recreation  
Fanny Carmona  
Village of Palmetto Bay  
[fcarmona@palmettobay-fl.gov](mailto:fcarmona@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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Pabon Engineering, Inc. has been in business since 2001. We pride ourselves in our quality, performance and dedication. Pabon Engineering, Inc. holds the Certification as an Underground Utility and Excavation Contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes [CUC 1223949], and a Miami Dade County CTQB Concrete and Paving License. [E1800135]

Pabon Engineering has well-trained and a competent organization which has done work of similar character and value.

Alejandro Balsinde, Project Manager – Oversee project, plan, budget, keep track of supplies. Experience 10 years.

Emily Cortes, Traffic Control Planner – Oversee traffic safety and MOT designs, assist with project management. Experience: 4 years

Jesus Martinez, Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 years

Porfirio Martinez, Crew Foreman – Oversee and direct pipe laying operation. Experience: 20 years

Mauro Velasquez, Pipe Layer – Experience: 20 years.

Juan C. Felipe, Excavator Operator – Experience 25 years.

Damien Lucero, Excavator Operator – Experience 15 years.

Jimmy Ramirez, Excavator Operator – Experience 25 years.

Celso Perez, Milling Operator – Experience 15 years.

Pabon Engineering will have available adequate equipment and facilities:

Including: Excavators, Loaders, Mini excavators, Work Trucks, Skid Steers, Milling machine, etc.

Our corporate facility/office is located at 13028 SW 128 Street, Miami, FL 33186.

Contacts: Anibal Pabon, President 305-218-3547, Alejandro Balsinde, Project Manager 305-297-4883

Corporate Officers:

Anibal Pabon - President – Executive who will give his personal attention to this work.

Milagro Pabon – Secretary – Office Manager overseeing daily office duties.

Detailed financial information relating to the resources of Pabon Engineering.

(Financial Statement to be provided upon request.)

**SECTION 9.0: Required Bid Submittal Forms**

**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 companies 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 Company complies fully with the above requirements.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering Inc.

Date: 2/19/20

**SUB-CONTRACTOR LIST**

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
TBD			



## VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: 42" HDPE & PCCP along North Miami Avenue

Name of Bidder: Pabon Engineering, Inc.

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:  
Milling and overlay, approximately 20,000 sy

Initial Value of Contract: \$180,000.00 Final Value of Contract: \$180,000.00

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No

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

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

Total number of change orders: No Were any contractor driven: No

Number of RFI's submitted by the vendor: No

If you responded no to any of the above, please provide details:  
There were no changes to the original scope of work

### Comments:

Name of Public Entity/Company:  
Metro Equipment Service, Inc.

Name of Individual completing this form:  
Roberto Ponce De Leon

Signature: [Signature] Title: Project Manager Telephone: 305-740-3303

Email: rp@mesinc.us

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: PABON ENGINEERING

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: CONCRETE INSTALLATION

Initial Value of Contract: \$50,000 Final Value of Contract: \$60,000

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: 2 Were any contractor driven: NO

Number of RFI's submitted by the vendor: 0

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

\_\_\_\_\_  
\_\_\_\_\_

### Comments:

PLEASURE TO WORK WITH.

Name of Public Entity/Company: ZOO MIAMI

Name of Individual completing this form: CHAD DOUGLAS

Signature: [Signature] Title: CONST MANAGER Telephone: 305-393-9265

Email: CHAD@MIAMI.ZOO.GOV

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: \_\_\_\_\_

Name of Bidder: Pabon Engineering, Inc.,

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:  
Miami-Dade WASH T-2501; Asphalt milling, installation of leveling course, and resurfacing

Initial Value of Contract: \$78,400.00 Final Value of Contract: \$78,400.00

Was the work performed timely:  Yes  No

Was the work performed to acceptable quality standards:  Yes  No

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

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

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

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

None

### Comments

We highly recommend Pabon Engineering, Inc. for all asphalt milling/resurfacing and underground construction scopes.

Name of Public Entity/Company:  
R.P. Utility & Excavation Corp.

Name of Individual completing this form:  
Javier Garzon

Signature: [Signature] Title: VP Telephone: 786-577-6666

Email: javier@rpucorp.com

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

Sincerely,

Litsy C. Pittser, Procurement Specialist

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official:  \_\_\_\_\_

Name (typed): Anibal Pabon \_\_\_\_\_

Title: President \_\_\_\_\_

Company Name: Pabon Engineering Inc. \_\_\_\_\_

Date: 2/19/20 \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Anibal Pabon being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Pabon Engineering Inc. the Company that has submitted the attached Bid;

(2) He/she is 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 a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, 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 Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering Inc.

Date: 2/19/20

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

*Emily Cortes*  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



Emily Cortes  
(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 Anibal Pabon

For Pabon Engineering Inc.

Whose business address is: 13028 SW 128 ST Miami FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
01-0569389

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

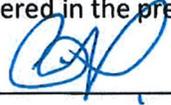
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

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

Signed, sealed and delivered in the presence:

Signature of Official:  \_\_\_\_\_

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering Inc.

Date: 2/19/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

*[Signature]*

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:

Emily Cortes

(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.

**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: Anibal Pabon, President  
(print individual's name and title)

for: Pabon Engineering Inc.  
(print name of entity submitting sworn statement)

Whose business address  
is: 13028 SW 128 ST Miami FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
01-0569389

(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 Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official:   
 Name (typed): Anibal Pabon  
 Title: President  
 Company Name: Pabon Engineering Inc.  
 Date: 2/19/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami - Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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:  
Emily Cortes  
(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**  
**(COMPANY / BIDDER DISCLOSURE)**

Bidder or Company 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 board 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 Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company 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 Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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 Company 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.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Anibal Pabon 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:

01-0569389  
*Federal Employer Identification Number (If none, Social Security Number)*

Pabon Engineering Inc.

Continued on next page

*Name of Entity, Individual, Partners or Corporation*

---

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

13028 SW 128 ST Miami FL 33186

---

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Anibal Pabon	18955 SW 136 Ave Miami 33177	100%
Milagros Pabon	18955 SW 136 Ave Miami FL 33177	%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, 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): Anibal Pabon

Title: President

Company Name: Pabon Engineering Inc.

Date: 2/19/20

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

*[Handwritten Signature]*

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC

SEAL OF OFFICE:

Emily Cortes

(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.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Pabon Engineering Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, ITB# **1920-12-004**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Contractor's Names) to comply with such act or regulation.

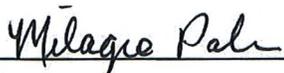
Signature of Official: 

Name (typed): Anibal Pabon

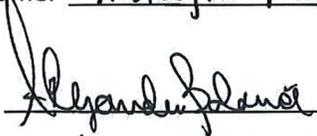
Title: President

Company Name: Pabon Engineering Inc.

Date: 2/19/20

Attest: 

Print Name: Milagro Pabon

Attest: 

Print Name: Alejandro Balsinde

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE   }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Pabon Engineering Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering Inc.

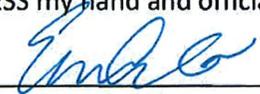
Date: 2/19/20

**ACKNOWLEDGMENT**

State of Florida

County of Miami - Dade

On this 19 February day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon 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

Continued on next page



NOTARY PUBLIC

SEAL OF OFFICE:

Emily Cortes

(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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 2/19/20 at 13028 SW 128 ST Miami FL 33186  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering Inc.

Date: 2/19/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

---

Business name/disregarded entity name, if different from above  
**Pabon Engineering Inc.**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**13028 SW 128 ST**

City, state, and ZIP code  
**Miami FL 33177**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

0	1	-	0	5	6	9	3	8	9
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶     Date ▶ **01/12/10**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant: Anibal Pabon

Date: 2/11/20

Authorized Signature: 

Title: President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Anibal Pabon | Pabon Engineering Inc.

By: 

Date: 2/19/20

Title: President

**Instructions for Certification**

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- 
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BID SECURITY FORM**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the **Construction of Coral Reef Park Pathway Extension- Phase II** (ITB No. 1920-12-004).

Company: Pabon Engineering, Inc.

Name: Anibal Pabon

Signature: 

Title/Position: President

TO THE VILLAGE OF PALMETTO BAY:

That we, Pabon Engineering, Inc., as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of Five Percent of Amount Bid 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).

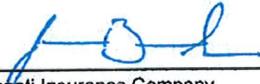
Continued on next page

SIGNED, SEALED AND DATED THIS 20th DAY OF February, 2020.

Federal Tax I.D.# 01-0569389

CONTRACTOR License I.D.#: CVC 1223949

Principal   
Pabon Engineering, Inc.

Surety   
The Cincinnati Insurance Company  
Jonathan A. Bursevich, Attorney-in-Fact

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,  
Pabon Engineering, Inc. (hereinafter called the Principal), and  
The Cincinnati Insurance Company (hereinafter called the Surety), a Corporation  
 chartered and existing under the laws of the State of Ohio 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  
Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid ),  
 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")**  
**Construction of Coral Reef Park Pathway Extension – Phase II**

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 Pabon Engineering, Inc., as "Principal" herein has caused these presents to be signed in its name, by its \_\_\_\_\_ under its corporation seal, and the said The Cincinnati Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 19th day of February, 2020, and attested by its Power of Attorney, A.D., 20  .

ATTEST:

Milago Palu

Pabon Engineering, Inc.

[Signature]

By: [Signature] (Title)  
(Principal)

ATTEST:

As Per Attached Power of Attorney

The Cincinnati Insurance Company

\_\_\_\_\_

By: [Signature]  
(Surety) Attorney-in-Fact  
Jonathan A. Bursevich

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 20th day of February, 2020.



Signature of Stephen D. Dan

Secretary

4.7

**TRENCH SAFETY (Please Include this page as part of bid)**

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	<b>TRENCH SAFETY MEASURE (DESCRIPTION)</b>	<b>UNITS OF MEASURE (LF, SY)</b>	<b>UNIT (QUANTITY)</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
A.	<u>N/A</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
B.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
C.	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Failure to complete the above shall result in the Bid being declared non-responsive.

**END OF SECTION**

Article 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Form Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price \$ 100,330.00

Contract Price (in words) One Hundred Thousand Three Hundred  
Thirty Thousand Dollars and zero cents.

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

Interim Village Manager  
Title

COMPANY

Pabon Engineering Inc.

ADDRESS

13028 SW 128 ST  
Miami FL 33186

BY  \_\_\_\_\_

Anibal Pabon  
Print Name

President  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

APPROVED AS TO FORM BY

\_\_\_\_\_  
Village Attorney

 \_\_\_\_\_  
Witness

Milagro Pabon  
Print Name

**“EXHIBIT “A”**

**BID SHEET**

**ITB# 1920-12-004 Construction of Coral Reef Park Pathway Extension – Phase II**

Lump Sum: \$ 100,330.00

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

Anibal Pabon

Name: (Please Print)



President      2/11/20

Offeror Signature Title: Date:



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February 11, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 1**

Prospective Contractors,

This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Mandatory Pre-Bid Meeting on February 4<sup>th</sup>, 2020**

The meeting started at 10:10am downstairs conference room of Village Hall. The Village representatives were: Dio Torres, Director of Public Service, Litsy C. Pittser, Procurement Specialist. After introductions the procurement specialist went over the bid schedule stressing the timeline and important dates of the ITB. The specialist also went over the scope of the project, had a rendering showing the location of Trail/Pathway A and Pathway B and anticipated a start day of May 2020 after baseball competitions are over. After she opened the meeting for questions:

**Question: Knowing that there are two similar projects, is it the intent of the Village to acquire one contractor?**

**Village-Answer:** *The Village obtained funding from (2) grants, unfortunately since these grants' sources are separate, the Village was not able to present this project as a whole but had to advertise (2) separate bids. The Village would like to have one contractor complete the entire sections of A & B, but since both projects are the lowest most responsive responsible bidder, if we need separate contractors for each project it would be accepted.*



**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of ITB# No.: 1920-12-004**

**Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II**

Name of Bidder Pabon Engineering Inc.

Date Addendum Received 2/11/20

Total Pages of Addendum including Acknowledgement 3

Signature 

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

**Question: How far along is the pedestrian bridge? Will the bridge be done by May?**

**Village-Answer:** *They are working on the foundations so estimating 3 months away from completion.*

**Question: Going to the scope, what are the specs for the pathways?**

**Village-Answer:** *For the stabilization we would like 12" sub-grade thick LBR40, 6" Limerock base and 1 ½" Asphalt.*

**Village Statement:**

*The Village has provided estimated measurements on the ITB for both projects. It is the Contractor's responsibility to measure and bid accordingly.*

**Question: Do you have an estimated budget?**

**Village-Answer:** *Trail Pathway A to be no more than \$ 40,000.00 Trail Pathway B is open.*

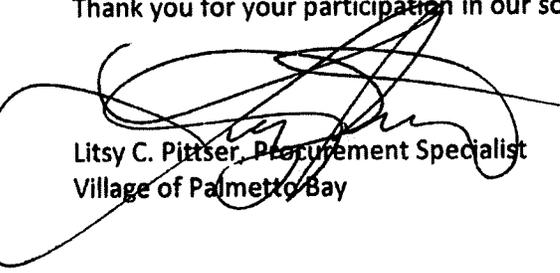
**Question: For the root barriers does the Village require an arborist?**

**Village-Answer:** *The Village provided the technical specifications for the root barriers; no arborist requirement is needed.*

**Meeting Adjourned at 10:26am.**

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



February 14, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Invitation to Bid ITB# 1920-12-004  
Construction of Coral Reef Park Pathway Extension – Phase II

**ADDENDUM NO. 2**

Prospective Contractors,

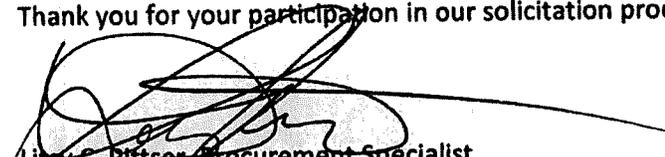
This Addendum forms a part of the ITB Package Document dated February 20<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question:** Section 5.3 scope of work indicates that a Miami-Dade County Contractor's certificate in general building, general engineering or paving engineering is required for this project. Please clarify if a State of Florida General Contractor's License would be acceptable in lieu of Miami-Dade Contractor's Certificate.

**Village-Answer:** *Yes, A Florida General Contractor's License is acceptable.*

**All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. The form of acknowledgement is included and failure to sign and submit this form may result in your bids from being rejected.**

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of ITB# No.: 1920-12-004

Title of ITB: Construction of Coral Reef Park Pathway Extension – Phase II

Name of Bidder Palon Engineering Inc.

Date Addendum Received 2/14/20

Total Pages of Addendum including Acknowledgement 2

Signature 

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



## FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

August 15, 2018

Ms. Olga Cadaval  
HR & Communications Director  
Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157-5606

Re: Coral Reef Park Improvements, Phase II  
LWCF Project No. 12-00672

Dear Ms. Cadaval:

The attached contains the fully executed grant agreement for the above referenced project. Moreover, please visit our website at: <https://floridadep.gov/ooo/land-and-recreation-grants>, to read and familiarize yourself with the LWCF Manual, the LWCF Florida Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form.

In addition, the Reimbursement Schedules and the Project Completion Documentation Checklist can be found on our website when that time approaches.

This information has been provided for your review, as it will be extremely helpful and ensure compliance with the administrative requirements of this grant.

### Reminders:

1. Construction or acquisition cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed by **February 13, 2019**; again the **commencement checklist** and other forms may be found at <https://floridadep.gov/ooo/land-and-recreation-grants> under **LWCF Administrative Forms**.
1. Quarterly status reports are required - **January 5, May 5, and September 5**. Please be sure to summarize work accomplished, problems encountered (if any), and provided color photographs of development progression and the final as-built product.
2. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation.

Ms. Olga Cadaval  
Page Two  
August 15, 2018

3. The project should be completed before the completion date set forth in the grant agreement (**May 31, 2020**) and all reimbursement requests and closeout documents submitted within thirty days after completion.
  
5. If the project cannot be completed on time, a written request for an extension should be submitted at least sixty (60) days prior to the completion date. Please state the reason for the extension and the additional time needed to complete the project.

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,



Tamika Bass  
Community Assistant Consultant  
Land and Recreation Grants Section  
Office of Operations  
Mail Station #585

DEP AGREEMENT NO. LW672

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
LAND AND WATER CONSERVATION FUND PROGRAM  
ACQUISITION OR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES  
AGREEMENT FOR FISCAL YEAR 2016-2017

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes ("F.S.") between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), and VILLAGE OF PALMETTO BAY, whose address is 9705 East Hibiscus Street, Palmetto Bay, Florida, 33157-5606 (hereinafter referred to as "Grantee"), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as **Coral Reef Park Improvements, Phase II**, (hereinafter referred to as the "Project"). Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party." For purposes of this Agreement, the terms "Grantee" and "Recipient" may be used interchangeably.

WHEREAS, the Department is authorized to administer the Land and Water Conservation Fund ("LWCF") State Assistance Program, pursuant to the Land and Water Conservation Fund Act of 1965, as amended; Public Law 88-578, Title 54, U.S.C. Chapter 2003 and Section 375.021(4), F.S.; and,

WHEREAS, the Department received federal financial assistance through the Land and Water Conservation Fund Project Agreement No. 12-00672 from the United States Department of the Interior, National Park Service (hereinafter referred to as "USDOJ" or "NPS") for the purposes of administering LWCF Program Funds for public outdoor recreation projects; and,

WHEREAS, pursuant to subsections 62D-5.069(16) and 62D-5.070(4), Florida Administrative Code ("F.A.C."), the Grantee, as an approved applicant following a competitive evaluation of eligible program applications, has been determined to be a subrecipient of the LWCF Program Funds being administered and monitored by the Department. Thus, the Grantee and Department are additionally responsible for complying with the appropriate federal guidelines in performance of the Project activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.021(4), F.S. and Rules 62D-5.068 through 62D-5.074, F.A.C., as may be amended from time to time, the Parties hereto agree as follows:

1. **ENTIRE AGREEMENT.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's form or invoices shall be null and void.

2. **TERMS OF AGREEMENT.**

The Grantee hereby agrees to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits that are attached hereto or incorporated by reference. The Grantee acknowledges that receipt of this grant does not imply or guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state, or local laws.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at the following website:

<https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program>, or by contacting the Department's Grant Manager, listed in paragraph 3 of this Agreement.

Prior to commencement of the Project, the Grantee shall submit to the Department all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-122**, available online and incorporated herein by reference. Upon approval by the Department, the Department will issue a written "Notice to Commence" to the Grantee. Unless and until the Department issues the "Notice to Commence" authorizing Grantee to commence the Project, the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind incurred after the effective date of the Agreement but prior to the "Notice to Commence."

Project site facilities shall be attractive for public use, and generally consistent and compatible with the environment. Plans and specifications for Project site improvements and facilities shall be in accordance with current and established engineering and architectural standards and practices. Emphasis should be given to the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **Any conceptual site plan may be altered by the Grantee only after written approval by the Department and NPS.** All utility lines installed within the Project site shall be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the proper and full completion of the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed and sealed set of the Project Plans to the Department as a condition of and prior to commencement of any Development.

Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public in accordance with Rule 62D-5.074, F.A.C. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act.

Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C. The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. Facilities shall be kept in reasonable repair for a minimum of twenty-five (25) years from the date set forth on the Project Completion Certification to prevent undue deterioration. This Agreement is not transferable.

**3. GRANT ADMINISTRATION.**

- A. All approvals, written or verbal, and other written communication between the Parties, including all notices, shall be obtained by or sent to the Parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

Tamika Bass or Successor	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2501
E-mail Address:	Tamika.Bass@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is:

Ms. Olga Cadaval or Successor	
HR & Communications Director	
Village of Palmetto Bay	
9705 East Hibiscus Street	
Palmetto Bay, Florida 33157-5606	
Telephone No.:	305-259-1234
E-mail Address:	ocadaval@palmettobay-fl.gov

If a different Grant Manager is designated by either Party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other Party and maintained in the respective Parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

C. The Department, and in certain circumstances the NPS, must approve any changes to this Agreement. The Grantee shall submit any request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both Parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by USDO, NPS and the Florida Legislature.

D. All days in this Agreement are calendar days unless otherwise specified.

4. **PERIOD OF AGREEMENT.**

This agreement shall be effective **September 22, 2017** ("Effective Date"), through **September 30, 2020** ("Expiration Date"). However, all work under this Agreement must be completed no later than **May 31, 2020**, which shall also be the "Project Completion Date."

5. **FUNDING.**

The Grantee, pursuant to LWCF Guidelines, shall be eligible for authorized reimbursement of costs through the Project Completion Date of this Agreement. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.

A. If the Grantee's approved Project includes the acquisition of land, the Grantee shall purchase the Project site according to mandates of the LWCF Program, as more particularly described in the LWCF Federal Financial Assistance Manual (Manual) (<https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>). The Department determines the total Grant Award based on the Project cost, negotiated purchase price, or approved appraised value, whichever is lowest. All Grant Awards are subject to annual appropriations by USDO, NPS, and the Florida Legislature. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDO, NPS and the Florida Legislature, the Grantee must pay the additional cost.

B. As consideration for the Grantee's satisfactory completion of the approved Project under LWCF Guidelines and the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of **\$200,000.00** towards the total estimated approved Project cost of **\$400,000.00**. The Parties understand and agree that this Agreement requires at least a fifty percent

(50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing \$200,000.00 towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds. Grant Awards are contingent upon appropriation by the USDOJ, NPS, and the Florida Legislature.

- C. All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the Manual. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:
- i. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and Land and Water Conservation Fund (LWCF);
  - ii. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
  - iii. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Project cost is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the Project cost is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement.

**6. DELIVERABLES.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment A, Project Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and in accordance with LWCF Guidelines. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all Attachments and Exhibits incorporated herein.

**7. PERFORMANCE MEASURES.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Project Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or sub-grantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project site. The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

**8. ACCEPTANCE OF DELIVERABLES.**

- A. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the

Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

- B. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Project Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Project Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Project Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

9. FINANCIAL CONSEQUENCES FOR NONPERFORMANCE.

- A. Withholding Payment. In addition to the specific consequences explained in the Project Work Plan, the State of Florida reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.

- B. Corrective Action Plan. If the Grantee fails to correct all deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by this Agreement.

- C. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations the Department may take one or more of the following actions, as appropriate for the circumstances.
- i. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
  - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- iii. Wholly or partly suspend or terminate this Agreement.
- iv. Withhold further awards for the Project or LWCF Program.
- v. Take other remedies that may be legally available.
- vi. If the Grantee incurs any financial obligations during a suspension or after termination of this Agreement they are not reimbursable unless the Department expressly authorizes them in the notice of suspension or termination. If the Grantee can demonstrate that the costs incurred during suspension or after termination were necessary and not reasonably avoidable, the Department may reimburse those costs if the following apply:
  - a. The costs result from obligations that were properly incurred by the Grantee before the effective date of suspension or termination, were not in anticipation of it, and in the case of termination, are noncancelable, and;
  - b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

The remedies identified above do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.

- D. If the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62D-5, F.A.C., the Department shall terminate this Agreement and demand return of the LWCF Program Funds. Furthermore, the Department shall declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C.

#### 10. PAYMENT.

- A. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Project Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, F.S. To obtain the applicable interest rate, please refer to: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- B. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- C. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is outlined in paragraph 5.B. of this Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- D. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Project Work Plan. The Grantee shall request reimbursement using **Attachment C, Payment Request Summary Form, DRP-115**, available online and incorporated herein by reference. To be eligible for reimbursement, Project costs must comply with the laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the LWCF Manual and Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**, available online and incorporated herein by reference.
- E. Project Costs and Cost Limits:
  - i. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.073(2)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Effective Date of the Agreement and the Project Completion Date as set forth in the Project Completion Certification. If the total cost of the Project exceeds the grant amount and the required match the Grantee must pay the excess cost.
  - ii. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses for

Development Projects, such as architectural and engineering costs, permitting fees, and project inspection fees, are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Effective Date of this Agreement and the Project Completion Date.

- F. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Project Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- G. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the Project Completion Date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Project Work Plan must be performed on or before the Project Completion Date of the Agreement. The Department will not process the final payment until the Grantee has met the match requirement.
- H. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations.
- I. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

**11. DOCUMENTATION REQUIRED FOR COST REIMBURSEMENT GRANT AGREEMENTS AND MATCH.**

Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- A. Salaries/Wages (Grantee Labor). The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed on the Grantee's approved Cost Analysis to be submitted pursuant to Attachment A, Project Work Plan, Task 1.
- B. Overhead/Indirect/General and Administrative Costs. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceed the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
  - i. Fringe Benefits (Employee Benefits) – Shall be calculated at a rate up to 40% of direct salaries.
  - ii. Indirect Cost – Shall be calculated at 15% of direct costs.
- C. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment A, Project Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under Section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- D. Rental/Lease of Equipment. Match or reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
- E. Travel. The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.
- F. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- G. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to state and federal guidelines (including cost allocation guidelines), as applicable. The Grantee must provide the requested information within thirty (30) calendar days of such request. The Department may also require the Grantee to submit a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/); and allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200 and 2 CFR 1402, at <http://www.ecfr.gov>.
- H. Because of the federal funds awarded under this Agreement, the Grantee must comply with *The Federal Funding Accountability and Transparency Act ("FFATA") of 2006*. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). Grant Recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

## 12. REPORTS.

- A. The Grantee shall utilize **Attachment E, Project Status Report, DRP-109**, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the Parties that the term "reporting period" shall reflect the reporting period ending January 5, May 5, and September 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. The Final Status Report is due sixty (60) days prior to the Expiration Date of this Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

**13. RETAINAGE.**

- A. For Development Projects only, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the completion documentation set forth in paragraph 62D-5.073(2)(c) and subparagraph 62D-5.073(7)(e)2., F.A.C.
- B. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Project Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Project Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.
- F. The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

**14. PROJECT COMPLETION CERTIFICATION.**

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee shall submit to the Department **Attachment F, Project Completion Certification Form, DRP-126**, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

**15. SIGNAGE.**

Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/ooo/land-and-recreation-grants/content/land-and-water-conservation-fund-program>.

**16. SITE DEDICATION.**

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. These dedications must be recorded in the county's public property records by the Grantee.

**17. LAND ACQUISITION.**

- A. Reimbursement. For Acquisition Projects, reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following:
- i. Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA") standard appraisal; and
  - ii. A signed and sealed survey of the Project site prepared pursuant to subparagraph 62D-5.058(6)(f)2., F.A.C.; and
  - iii. Title Opinion prepared by a member of the Florida Bar or a licensed title insurer covering the prior thirty (30) year period; and
  - iv. An Environmental Assessment (see 43 CFR § 46(D)); and
  - v. Conduct a Section 106 Review and provide the State Historic Preservation Officer's findings; and
  - vi. Resubmit the PD/ESF valuation certification after the UASFLA appraisal.
- B. Site Development. The Grantee shall have three (3) years from completion date set forth in the Project Completion Certification to develop the property, unless extended by staff upon written request of the Grantee for good cause, as outlined in paragraph 62D-5.073(6)(f), F.A.C.

**18. CONVERSION.**

This Project site acquired and/or developed with LWCF assistance shall be retained and used for public outdoor recreation. This Project site so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee shall replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps shall be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement.

**19. INSURANCE.**

- A. Required Coverage. At all times during this Agreement the Grantee, at its sole expense, shall maintain insurance coverage of the types and with the terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
- i. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.

i. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under this Agreement.

ii. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/\$300,000 Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/\$300,000 Hired and Non-Owned Automobile Liability Coverage

iii. Other Insurance.  
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<https://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

B. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of the types and with the terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

C. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere this Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.

D. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

E. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

F. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after cancellation of the coverage.

## 20. TERMINATION.

A. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving thirty (30) days' written notice to the Grantee, when the Department determines, in its sole

discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

- B. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- C. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

**21. NOTICE OF DEFAULT.**

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

**22. EVENTS OF DEFAULT.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- A. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement.
- B. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.
- C. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- D. Failure to honor any term of the Agreement.
- E. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority.
- F. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement.
- G. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act.
- H. Failure to maintain the insurance required by this Agreement.

- I. One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
- i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
  - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**23. SUSPENSION OF WORK.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within ninety (90) days, or any longer period agreed to by the Parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after thirty (30) days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

**24. FORCE MAJEURE.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**25. INDEMNIFICATION.**

- A. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
- i. Personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;

- ii. The Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- B. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- C. Notwithstanding paragraphs 25.A. and 25.B. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- D. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**26. LIMITATION OF LIABILITY.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of this Agreement. Such liability is further limited to a cap of \$100,000.

**27. REMEDIES.**

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under this Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy claim for damages, penalties, costs and the like asserted by or against it.

**28. WAIVER.**

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**29. STATUTORY NOTICES RELATING TO UNAUTHORIZED EMPLOYMENT AND SUBCONTRACTS.**

A. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

B. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**30. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.**

- A. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- B. Projects receiving federal funding must comply with the National Environmental Policy Act (NEPA), which provides a framework for environmental analyses, reviews, and consultations. NEPA's process "umbrella" covers a Project compliance with all pertinent federal environmental laws. To facilitate and document the NEPA process, the LWCF Proposal Description and Environmental Screening Form (PD/ESF) was completed and submitted as part of the approved LWCF application to the NPS. The ESF administratively documents a Categorical Exclusion (CE) recommendation or the necessity of further environmental review through an Environmental Assessment (EA) or Environmental Impact Statement (EIS), as necessary. NPS will conduct an independent review of the PD/ESF and determine the appropriate action. When applicable, the Grantee will coordinate with the Department to ensure the Project's compliance with NEPA, and appropriate documentation of such compliance will be maintained by both Parties.
- C. Pursuant to 36 CFR § 59.4, Section 6(f)(8) of the Land and Water Conservation Fund Act prohibits discrimination based on residence, including preferential reservation or membership systems, except to the extent that reasonable differences in admission and other fees may be maintained on such basis. This prohibition applies to both regularly scheduled and special events. Fees charged to nonresidents cannot exceed twice that charged to residents. When there is no charge for residents but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable state or local facilities. Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. The Grantee is prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only. Nonresident fishing and hunting license fees are excluded from these requirements.
- D. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- E. Grantee agrees to comply with the Americans with Disabilities Act (42 USC § 12101, *et seq.*), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- G. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**31. SCRUTINIZED COMPANIES.**

- A. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**32. CONTRACT PROVISIONS AND REGULATIONS.**

The Grantee agrees to comply with, and include as appropriate in subcontracts and subgrants, the provisions contained in **Attachment H, Contract Provisions for DOI-Funded Agreements**, attached hereto and made a part hereof.

**33. LOBBYING AND INTEGRITY.**

- A. The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.
- B. If this Agreement is for more than \$100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit **Attachment I, Disclosure of Lobbying Activities**, in accordance with the instructions. If this Agreement is for less than \$100,000, this Attachment shall not be required and shall be intentionally excluded from this Agreement.

**34. RECORD KEEPING.**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to

such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).

- B. Records for real property acquired with federal funds shall be retained for five (5) years following final disposition. "Final disposition" of real property means that the property has been approved for conversion. So long as the LWCF retains any interest in the property all records regarding that property must be retained.

### 35. **AUDITS.**

- A. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- B. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- C. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment G. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment G, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR § 200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa/>.
- D. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.

**36. CONFLICT OF INTEREST.**

Pursuant to 2 CFR § 200.112, the Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

**37. INDEPENDENT CONTRACTOR.**

The Grantee is an independent contractor and is not an employee or agent of the Department.

**38. SUBCONTRACTING.**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 11.C. of this Agreement, which require prior approval. The Grantee shall provide a copy of the executed subcontract to the Department upon request from the Department. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
- B. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- C. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- D. The Department's actions under paragraphs 38.B. or 38.C. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- E. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- F. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- G. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

**39. GUARANTEE OF PARENT COMPANY:**

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

**40. SURVIVAL:**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**41. THIRD PARTIES:**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**42. SEVERABILITY:**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**43. GRANTEE'S EMPLOYEES, SUBCONTRACTORS AND AGENTS:**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**44. ASSIGNMENT:**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

**45. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

**46. PROHIBITED GOVERNMENTAL ACTIONS FOR PUBLIC WORKS PROJECTS:**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

A. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.

- B. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- C. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
- i. Pay employees a predetermined amount of wages or prescribe any wage rate;
  - ii. Provide employees a specified type, amount, or rate of employee benefits;
  - iii. Control, limit, or expand staffing; or
  - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- D. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- E. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

**47. EQUIPMENT:**

Reimbursement for direct or indirect equipment purchases is not authorized under the terms and conditions of this Agreement.

**48. QUALITY ASSURANCE REQUIREMENTS:**

There are no special Quality Assurance requirements under this Agreement.

**49. PUBLIC RECORDS REQUIREMENTS:**

- A. If this Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of service under this Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with this Agreement (Public Records), unless the Public Records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), F.S.
- B. The Department may unilaterally terminate this Agreement if the Grantee refuses to allow public access to Public Records as required by law.
- C. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.  
For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:
- i. Keep and maintain Public Records required by the Department to perform the service.
  - ii. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - iii. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
  - iv. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
  - v. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon

completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone: (850) 245-2118**

**Email: [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)**

**Mailing Address: Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399**

**50. EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN:**

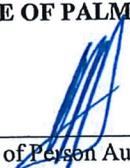
This Agreement, and any Amendments or Change Orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF PALMETTO BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Signature of Person Authorized to Sign

Edward Silva, Village Manager  
Print Name and Title

Date: July 30, 2018

By:   
Secretary or designee

David Clark Deputy Secretary  
Print Name and Title

Date: 8/13/18

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

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

FEID No.: 05-541068

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign this Agreement on behalf of the Grantee must accompany this Agreement.

**List of attachments/exhibits included as part of this Agreement:**

Specify Type	Letter	Number	Description (include number of pages)
Attachment	A		Project Work Plan (3 Pages)
Attachment	B		Commencement Documentation Checklist – DRP-122 <a href="https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-commencement-documentation-checklist">https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-commencement-documentation-checklist</a>
Attachment	C		Payment Request Summary Form – DRP-115 <a href="https://floridadep.gov/ooo/land-recreation-grants/forms/payment-request-summary-form">https://floridadep.gov/ooo/land-recreation-grants/forms/payment-request-summary-form</a>
Attachment	D		Contract Payment Requirements <a href="https://floridadep.gov/ooo/land-and-recreation-grants/forms/contract-payment-requirements">https://floridadep.gov/ooo/land-and-recreation-grants/forms/contract-payment-requirements</a>
Attachment	E		Project Status Report Form – DRP-109 <a href="https://floridadep.gov/ooo/land-and-recreation-grants/forms/project-status-report">https://floridadep.gov/ooo/land-and-recreation-grants/forms/project-status-report</a>
Attachment	F		Project Completion Certification – DRP-126 <a href="https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-project-completion-certification">https://floridadep.gov/ooo/land-recreation-grants/forms/lwcf-project-completion-certification</a>
Attachment	G		Special Audit Requirements (5 Pages)
Attachment	H		Contract Provisions for DOI-Funded Agreements (5 Pages)
Attachment	I		Disclosure of Lobbying Activities (2 Pages)

**ATTACHMENT A  
PROJECT WORK PLAN  
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)**

Project Name: Coral Reef Park Improvements, Phase II  
Grantee Name: Village of Palmetto Bay  
LWCF Project #LW672

**SUMMARY:** The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of the Grantee's Application as it appears on the Recommended Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and including but not limited to: local, state and federal laws, the approved Project Plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 2 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1. The Department shall designate the Project site to be open and available for use by the public for outdoor recreation purposes. For Development Projects, the Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in subparagraph 62D-5.073(7)(c)2., F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 7895 SW 152nd Street, Palmetto Bay, FL 33157-2358 and is a "Development Project" pursuant to paragraph 62D-5.00(5)(b), F.A.C.

**BUDGET:** Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match for development projects will be provided by cash, in-kind service costs, or donated real property, as set forth in Rule 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in Rule 62D-5.070(6)(b)2., F.A.C. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
<b>TASK 1</b> 1.A. Development of Commencement Documentation Checklist (DRP-122) <sup>1</sup> , which includes: 1. A professional site plan;	<b>DELIVERABLE 1</b> The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122)	180 Days after Execution of Agreement <sup>2</sup>	The Department shall terminate the project agreement if the required Deliverables are not submitted and approved by the Department.

<p>2. Commencement Certification (DRP-123);</p> <p>3. A boundary survey;</p> <p>4. Results of title search and the opinion prepared by the member of the Florida Bar or Licensed title insurer;</p> <p>5. Land Appraisal**, and</p> <p>6. Certification of Manual Possession (DRP-124)</p> <p>1.B. A Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s)</p> <p>**If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-122), and will be required prior to commencement.</p>	<p>1.B. Cost Analysis Form with detailed budget and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p>	
<p><b>TASK 2</b></p> <p>2.A. Development of Project Elements, which includes:  <b>Re-sod a baseball field; resurface playground flooring; replace awning for concessions area; relocate and repaint goal posts; construct new walking path with safety lighting; install a new picnic; and install landscaping.</b></p> <p>2.B. Development of Completion of Documentation Checklist (DRP-125), which includes:</p> <ol style="list-style-type: none"> <li>1. Project Completion Certificate (DRP-126);</li> <li>2. Final "As-Built" site plan;</li> <li>3. Boundary map (if applicable);</li> <li>4. Color Project Photographs;</li> <li>5. Notice of Limitation of Use/Site Dedication (DRP-113);</li> <li>6. Florida Park Inventory Form</li> <li>7. Final Payment Request (DRP-1115)</li> </ol> <p>2.C. Final Status Report (DRP-109)</p>	<p><b>DELIVERABLE 2</b></p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125)</p> <p>2.C. Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award amount, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>May 31, 2020<sup>3</sup></p>
		<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

**Project Task Performance Standard:** The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

**Payment Request Schedule:** Following Department approval of all Deliverables, the Grantee may submit a payment request on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

**Endnotes:**

1. LWCF documentation is available at <https://floridadep.gov/boo/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Expiration Date of Agreement as outlined in Paragraph 4 of the DEP Agreement.

## ATTACHMENT G

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov).

## PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

By Mail:

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

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

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

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## ATTACHMENT H

### Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

1. **Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available. The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. **Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. **Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or

- is consistent with the Recipient's legal duty to furnish information.
- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. Davis Bacon Act  
If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), 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 Recipient or subrecipient must 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 or she is otherwise entitled.
  5. Contract Work Hours and Safety Standards Act  
Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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 or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  6. Rights to Inventions Made Under Agreement  
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)  
If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689)  
The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)  
The Recipient certifies 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. The Recipient shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
10. Procurement of Recovered Materials  
The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

#### **ADMINISTRATIVE**

11. General Federal Regulations  
Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.
12. Rights to Patents and Inventions Made Under a Contract or Agreement  
Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175) Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)  
Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act 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.
15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121  
Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.
16. Whistleblower Protection  
Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
  - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
  - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - (c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**DEPARTMENT OF INTERIOR-SPECIFIC**

20. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at [https://www.doi.gov/pam/programs/financial\\_assistance/TermsandConditions](https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions), and incorporated by reference.

21. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

22. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to 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.

24. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

**UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC**

25. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

**NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC**

26. Land and Water Conservation Fund (LWCF) Project Agreement General Provisions Recipients shall comply with the LWCF Project Agreement General Provisions available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.
27. LWCF Federal Financial Assistance Manual  
As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>, and incorporated by reference.
28. Historic Preservation.  
As applicable, Recipients shall comply 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.*).

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Not Applicable

Approved by OMB 0348-0046

Attachment I

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee _____ Tier _____, if known:  Congressional District, if known : 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known :	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable :	
<b>8. Federal Action Number, if known :</b>	<b>9. Award Amount, if known :</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> ( if individual, last name, first name, MI):	<b>b. Individuals Performing Services (including address if different from No. 10a ) (last name, first name, MI):</b>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this



**Florida Department of Environmental Protection  
FEDERAL FUNDING ACCOUNTABILITY AND  
TRANSPARENCY ACT FORM – Subaward to a Recipient**

Required Signatures: Original Ink Signature

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection (“DEP” or “Department”) must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of “subaward”.]

**ORGANIZATION AND PROJECT INFORMATION:**

The following information must be provided to the DEP prior to the DEP’s issuance of a subaward (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Department as requested. If you have any questions, please contact the DEP’s Procurement Administrator at 850/245-2361 for assistance.

DUNS# \*: 166240239

DUNS+4#:

\* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Village of Palmetto Bay

DBA NAME (IF APPLICABLE): Palmetto Bay, Village of

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 9705 East Hibiscus Street

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY: Palmetto Bay STATE: Florida

ZIP CODE+4\*\*: 33157-5601

PARENT COMPANY DUNS# (IF APPLICABLE):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS):

<p>New:</p> <ul style="list-style-type: none"> <li>*Re-sod Baseball Field</li> <li>*Install Picnic Pavilion</li> <li>*Build Walking Path around ball fields</li> </ul> <p>Support Facilities:</p> <ul style="list-style-type: none"> <li>*Safety lighting for path</li> <li>*Landscaping adjacent to trail</li> </ul>	<p>Renovation:</p> <ul style="list-style-type: none"> <li>*Repaint and move goal Posts</li> <li>*Resurface rubber playground floor</li> <li>*Shade awnings for playground area</li> <li>*New awning for existing concessions area</li> </ul>
---	--

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM DEP- 55-230 Continued**

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: Coral Reef Park

ADDRESS LINE 2: 7895 SW 152nd Street

ADDRESS LINE 3: \_\_\_\_\_

CITY: Palmetto Bay STATE: Florida

ZIP CODE+4\*\*: 33157-2351

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

27

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes \_\_\_\_\_ No X

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No," move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM DEP 55-230 Continued**

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion (mm/dd/yyyy): \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED AS (enter position title) Village Manager

OF (enter Business Name) Village of Palmetto Bay

CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

Type or Print Name: Edward Silva

Signature, Title and Date:

*[Handwritten Signature]*  
Village Manager 8/3/2018



# ITEM 10G



---

To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: RFP# 1920-12-005 Village of  
Palmetto Bay – Farmers Market

---

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF FARMER'S MARKET OF SOUTH FLORIDA, INC., PURSUANT TO RFP#1920-12-005 TO MANAGE AND OPERATE A FARMER'S MARKET AT CORAL REEF PARK AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration)***

**BACKGROUND AND ANALYSIS:**

The Village has hosted since 2014 a farmer's market at Coral Reef Park. In order to continue providing this service to the Palmetto Bay community, procurement advertised an RFP# 1920-12-005 to receive proposals of companies willing to manage and operate the farmer's market. A total of three (3) proposals were received with an examination team of three (3) Fanny Carmona, Director of Parks and Recreation, Kirk Hearin, Manager of Parks and Desmond Chin, Finance Director. It was determined that the most advantageous pick and the highest scored was Farmer's Market of South Florida, Inc.

**FISCAL IMPACT:**

The Village will receive a total of \$ 1000.00 per month as a flat fee for year one (1) of operations and \$ 1400.00 for year two (2) of operations from the Company, the contract term will be for two (2) years with an option to renew annually thereafter but not exceeding five (5) consecutive years.

**Attachments:**

- A. Manager's Recommendation
- B. Tabulation and Score Sheets
- C. RFP# 1920-12-005 Village of Palmetto Bay – Farmer's Market
- D. Proposals Received:
  - (a) A-Trend, LLC.
  - (b) Farmer's Market of South Florida, Inc.
  - (c) Green-Market CO-OP, Inc.



1        **Section 2.** This Resolution shall take effect immediately upon its  
2 adoption.

3  
4        **PASSED** and **ADOPTED** this 4<sup>th</sup> day of May 2020.

5  
6  
7 Attest:

8  
9  
10 \_\_\_\_\_  
11 Melissa Dodge  
12 Acting Village Clerk

\_\_\_\_\_   
Karyn Cunningham  
Mayor

13  
14 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**  
15 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**  
16 **ONLY:**

17  
18  
19  
20 \_\_\_\_\_  
21 John Dellagloria  
22 Village Attorney

23  
24  
25 **FINAL VOTE AT ADOPTION:**

26  
27 Council Member Patrick Fiore \_\_\_\_\_

28  
29 Council Member David Singer \_\_\_\_\_

30  
31 Council Member Marsha Matson \_\_\_\_\_

32  
33 Vice-Mayor John DuBois \_\_\_\_\_

34  
35 Mayor Karyn Cunningham \_\_\_\_\_

**Village of Palmetto Bay  
Procurement Division - Procurement Action  
AWARD RECOMMENDATION**



**To:** Mr. Gregory H. Truitt, Interim Village Manager

**From:** Litsy C. Pittser, Procurement Specialist

**Date:** 3/11/2020

**ITB#:** RFP# 1920-12-005

**Item/Service:** Village of Palmetto Bay - Farmer's Market

Attach please find tabulation and score sheets

**I. Procurement Comments:**

There was a total of (3) proposals received, the examining committee was Fanny Carmona, Director of Parks & Recreation, Desmond Chin, Director of Finance and Kirk Hearin, Park Manager. The highest scored proposal went to Farmer's Market of South Florida, Inc.

**II. Recommendation:**

a. Which bid is being recommended?

Farmer's Market of South Florida, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes  No

If No, is the variance considered: Minor  Major

c. Is the recommendation the lowest bid received? Yes  No  (Not Applicable)

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 6, 2020.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Gregory H. Truitt, Interim  
Village Manager

**Village of Palmetto Bay**  
 Tabulation -- RFP# 1920-12-005  
 Village of Palmetto Bay - Farmers' Market  
 Bid Open Date: February 25, 2020 at 3:00pm



	A-Trend LLC.	Farmers Market of So. Fl.	Green-Market CO-OP, Inc.
<i>Proposal Checklist</i>			
Methodology to Execute the Task	55	46	65
Experience Managing a Farmer's Market	55	65	65
Marketing Methodology to Recruit Vendors	47	40	65
Monthly Rental Fee to the Village	48	75	25
TOTALS	205	226	220

**Note:** Strikethrough denotes mathematical error by bidder.

Date Advertised: January 30, 2020

Publication(s): Daily Business Review

**Village of Palmetto Bay**  
 Bid Tabulation & Checklist -- RFP# 1920-12-005  
 Village of Palmetto Bay - Farmers' Market  
 Bid Open Date: February 25, 2020 at 3:00pm



	A-Trend LLC.	Farmers Market of So. Fl.	Green-Market CO-OP, Inc.
<i>Proposal Checklist</i>			
Methodology to Execute the Task 25pts.	15	5	25
Experience Managing a Farmer's Market 25pts.	15	15	25
Marketing Methodology to Recruit Vendors 25pts.	15	5	25
Monthly Rental Fee to the Village	15	25	5
TOTALS	60	50	80

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 30, 2020

Publication(s): Daily Business Review

Examiner's Name: DESMONDS CWIN

Examiner's Signature: [Signature]

**Village of Palmetto Bay**  
 Bid Tabulation & Checklist -- RFP# 1920-12-005  
 Village of Palmetto Bay - Farmers' Market  
 Bid Open Date: February 25, 2020 at 3:00pm



	A-Trend LLC.	Farmers Market of So. Fl.	Green-Market CO-OP, Inc.
<i>Proposal Checklist</i>			
Methodology to Execute the Task 25pts.	20	20	20
Experience Managing a Farmer's Market 25pts.	20	25	20
Marketing Methodology to Recruit Vendors 25pts.	15	15	20
Monthly Rental Fee to the Village	15	25	10
TOTALS	70	85	70

*Note:* Strikethrough denotes mathematical error by bidder.

Date Advertised: January 30, 2020

Publication(s): Daily Business Review

Examiner's Name: KIRK HEARD  
 Examiner's Signature: [Signature]

**Village of Palmetto Bay**  
 Bid Tabulation & Checklist -- RFP# 1920-12-005  
 Village of Palmetto Bay - Farmers' Market  
 Bid Open Date: February 25, 2020 at 3:00pm



	A-Trend LLC.	Farmers Market of So. Fl.	Green-Market CO-OP, Inc.
<i>Proposal Checklist</i>			
Methodology to Execute the Task 25pts.	20	21	20
Experience Managing a Farmer's Market 25pts.	20	25	20
Marketing Methodology to Recruit Vendors 25pts.	17	20	20
Monthly Rental Fee to the Village	18	25	10
TOTALS	75	91	70

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: January 30, 2020

Publication(s): Daily Business Review

Examiner's Name: Fanny Cormona  
 Examiner's Signature: [Handwritten Signature]

**REQUEST FOR PROPOSAL**

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



---

**TITLE:**

Village of Palmetto Bay – Farmers Market

**RFP NO.:**

1920-12-005

**DUE DATE:**

Monday, February 24<sup>th</sup>, 2020 at 3:00pm (Municipal Building)

**ISSUED:**

Friday, January 31<sup>st</sup>, 2020

**CONTACT PERSON:**

Ms. Fanny Carmona  
Director  
Dept. of Parks and Recreation  
FCarmona@palmettobay-fl.gov

Mrs. Litsy C. Pittser  
Procurement Specialist  
Office of the Village Manager  
Procurement Division  
LPittser@palmettobay-fl.gov

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**SECTION 1.0: Advertisement**



**Village of Palmetto Bay**

**REQUEST FOR PROPOSAL (RFP)**

**Village of Palmetto Bay – Farmers Market**

**No. 1920-12-005**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide management and operations for a farmer's market at the Village of Palmetto Bay, Coral Reef Park. These services are to be provided with certain performance measures defined by this RFP.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Monday, February 24<sup>TH</sup>, 2020** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the proposal document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under RFP&RFP's. Documents shall be available on **Friday, January 31<sup>st</sup>, 2020 at 9:00am**. A (non-mandatory) pre-bid meeting will be held on **Tuesday, February 11<sup>th</sup>, 2020** at: Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay Florida 33157 at 10:00am. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Farmers Market" RFP # 1920-12-005**". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at [LPittser@palmettobay-fl.gov](mailto:LPittser@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. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **Introduction**

#### **General**

The Village of Palmetto Bay would like to extend to its residents the benefit of having a place to go on the weekend and be able to buy fresh organic fruits and vegetables, see beautiful artisan crafts to purchase. The Village has provided a farmer's market for its residence for the past 5 years and would like to continue extending this service. This service is important to maintain social gatherings for the Village residents and community.

The vendor shall need to operate, manage and hire the farmer market vendors and be willing to market and advertise to promote the success of their operation. The market will operate at Coral Reef Park:

- *Coral Reef Park* - Coral Reef Park is Palmetto Bay's signature park located at 7895 SW 152 Street, Palmetto Bay, Florida 33157. 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 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. The Village introduced its farmers market back in 2016 and has had success and good feedback from the residents and park patrons. As the contract with the current vendor is coming to an end, the Village would like to invite any vendors that are interested in fully managing the farmers market so the Village can continue extending the opportunity to its residents.

**2.1**

**Estimated Schedule**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Friday, January 31st, 2020	Posted on Daily Review and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, February 11th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Tuesday, February 18th, 2020	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Monday, February 24th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**2.2**

**Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract. – Not Applicable**

~~The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.~~

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

### **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

#### **3.00 Requirement to Meet All Provisions**

Each Vendor submitting a proposal (Vendor) shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

#### **3.01 Errors and Omissions in RFP**

Vendors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Tuesday, February 18<sup>th</sup>, 2020 at 3:00pm.

#### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Vendors in a timely manner of modifications to the RFP. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall*

*acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Vendor may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Vendor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Vendor chooses to withdraw their proposal after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the proposals.

### **3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored Vendor.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Vendor to observe any provision of this RFP.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinance\\_s?nodetid=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinance_s?nodetid=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein

Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this RFP.

Vendors are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor’s risk.

### **3.10 Certification**

The signer of the Response (to this RFP) must declare by signing all the required forms Vendor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit

6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle accident.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor 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 Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor 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.

The Vendor 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 Vendor 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.

### **3.14 Accounting**

The Vendor shall submit monthly rental fee at the 1<sup>st</sup> of each month to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Vendor submitting a proposal, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Vendors submitting proposals.

### **3.17 Vendor Responsibilities**

The Vendor shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Vendor's personal property, the Vendors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Litigation**

All Vendors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-vendor has been involved in within the last three (3) years.

### **3.21 Sub-Vendor**

If any Vendor submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting vendor shall need to abide by all the requirements as the prime Vendor.

### **3.22 Indemnification**

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-vendor. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.23 Quality - Not Applicable**

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.~~

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto bay/codes/code of ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto%20bay/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 Force Majeure**

The performance of any act by the Village or Vendor 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 personnel and in such event the Village shall withhold payment due Vendor 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 this Agreement.

### **3.26 Work Delays – Not Applicable**

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

### **4.00 Scope of Work**

The scope for the Proposer will contemplate a complete management and operations of the farmers market to include and are not limited to:

- The proposer has the responsibility to recruit and staff the Farmers Market event. \*\*
- All licenses and permits from its vendors will fall under the Proposers responsibility to keep record.
- Proposer will have the responsibility to allocate the vendor booths to cover the specified location on (Exhibit 2).
- Proposers will have the responsibility to make sure that the vendors are always in good behavior and dress appropriately with shirts on. No alcoholic beverages by vendors are allowed.
- Proposers will have the responsibility that at the end of the event, all waste is picked up by its vendors and hauled away leaving no trace.
- Any sales tax incurred through the sale of goods will not be the responsibility of Palmetto Bay; the Village will solely rent out the space to conduct the farmers market.
- The Proposer is responsible to verify that their hired vendor carries their own general liability insurance which will cover property damage, personal injury and product liability.
- There will be no Styrofoam products used or sold and plastic straws.
- Market Manager must always be on site during the Farmers Market operation.
- Proposer will be responsible for their own signage and approval must be granted by the Village based on the Village signage ordinance.
- Weather conditions will be the Proposers responsibility to give direction to its Vendors as to when to shut down due to strong rains and/or lightning.
- The Village will receive compensation monthly for the rental of the space provided to the Proposer to hold the Farmers Market.

\*\* The Village is committed to maintain and build upon the 5 years it has hosted the farmers' market as a community and business incubator, selling opportunities for local farmers, artisans, community hub for healthy and local food options. Health and nutrition education and outreach can bring more people to the Market and increase understanding of what it means to make healthy food choices for themselves and the community through the support of local farms.

Village will be providing the following:

- The area where the Farmers Market will take place.
- Parking for vendors and residents

## SECTION 5

### 5.0 Evaluation and Content of Proposals

Proposals will be ranked in order of preference by the Village. In ranking the proposals, the Village will consider professional experience in managing the operations of a farmer’s market, the marketing methodology of the Proposer and the rental fees to the Village and any other considerations identified on this RFP.

- (1) General rules established by the Proposer to the Vendors
- (2) Application Process for the Vendors
- (3) Requirements for edible food vending
- (4) Process of Vendor allocation based on (Exhibit 2)

The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Vendor.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

#### **Points**

25	Methodology to perform the services to fulfill the scope
25	Experience Managing a Farmer’s Market
25	Marketing Methodology to Recruit Vendors
<u>25</u>	Rental Fee to the Village for the operating location

**100 Total Available Points**

#### 5.1 **Preparation of Proposals:**

1. Vendor/Vendor will need to provide (1) copies, (1) original and an electronic copy of their proposal either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this proposal. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked “Village of Palmetto Bay - Farmers Market Proposal” RFP 1920-12-005 to include the name of company, address, contact person and phone number.

3. The package with the proposals inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendors to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on February 24<sup>th</sup>, 2020.** The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Vendor non-responsive and the Proposal shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Vendor and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

## **5.2 Preparation of Proposals:**

### **1. *Introduction Letter***

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

### **2. *Experience***

Vendor shall have a minimum of three (3) years of successful experience in management and operations of a farmer's market. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided.

This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

### ***3. Financial Stability***

Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. **(This information shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

### ***4. Litigation History***

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

### ***5. Insurance Requirement***

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

### ***6. Vendor Non-Collusion Certification***

Any Vendor submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these RFP documents.

**7. *Drug-Free Workplace***

The Vendor shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the RFP response.

**8. *Addenda***

The Vendor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Vendor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether received by him/her.

**9. *Independence Affidavit***

The Vendor shall list and describe their relationships with the Village in accordance with the RFP (Form entitled Independent Affidavit).

**10. *Proposal Sheet***

The Vendor will fill in the proposal sheet and submit with proposal.

**END OF SECTION**

**SECTION 6.0: Required Proposal Submittal Forms**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, 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 Proposal 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 Proposals will be followed if none of the tied Vendors 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 Proposal 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 Proposal, 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 Vendor complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

**SUB-VENDOR LIST**

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-Vendor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**END OF SECTION**

### **REFERENCES**

Each proposal must be accompanied by a list of at *least three (3)* references, which shall include all the information requested below:

Solicitation Information: Village of Palmetto Bay – Farmers Market

RFP# 1920-12-005



Name of Proposer: ~~VILLAGE OF PALMETTO BAY - REFERENCE FORM~~ \_\_\_\_\_

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal 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:

\_\_\_\_\_

\_\_\_\_\_

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 response.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, 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 Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

Continued on next 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.)  
o Personally known to me, or  
o Produced identification:

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

**SWORN STATEMENT PURSUANT TO  
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

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 - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**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 Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / VENDOR DISCLOSURE)**

Vendor or Vendor 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 board 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 Vendor or Vendor, 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 Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor 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 Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of 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)*

CONTINUED ON FOLLOWING PAGE

---

*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-Vendor, 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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.)  
o Personally known to me, or  
o Produced identification:

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

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_(Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# **1920-12-005**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Vendor’s Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }        SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

CONTINUED ON FOLLOWING PAGE

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>Employer identification number</b>									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

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 Proposal of: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20\_\_ . The contract is for two (2) years with a three (3) one (1) year options with approval by the Village and the Vendor not to exceed five (5) consecutive years.

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 Department of Parks and Recreations will be responsible to assure that said Vendor is complying within the scope of this RFP.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**SECTION 8.0: Exhibits**

**VILLAGE OF PALMETTO BAY  
VILLAGE OF PALMETTO BAY - FARMERS MARKET  
CONTRACTUAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a REQUEST FOR PROPOSAL ("RFP") on \_\_\_\_\_, and

WHEREAS, Vendor submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the Village for Village of Palmetto Bay - Farmers Market RFP No. 1920-12-005 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated \_\_\_\_\_ (Exhibit2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1

C. Exhibit 2

Article 2      Scope of Work

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3      Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

The Vendor shall submit at the beginning of every month dated the 1<sup>st</sup>. after commencement date the rental fee agreed upon of \$\_\_\_\_\_ monthly to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6      Termination

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than five (5) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of

the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

Article 9      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11      Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this

Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### Article 12      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance - \$ 1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor 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 Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor 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.

The Vendor 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 Vendor 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.

#### Article 13      Modification/Amendment

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

#### Article 14      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### Article 15      Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 17      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Vendor:

Gregory H. Truitt, Interim Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 18      Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 19      Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 20      Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 21      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22      Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31      Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 32      Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33      Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34      Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 35      Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36      Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of the specifications, as Village does not guaranty the accuracy of its interpretation in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or during the question submission session during the RFP process. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38      Warranty of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

VENDOR

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street

\_\_\_\_\_

Palmetto Bay, FL 33157

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt

\_\_\_\_\_

Print Name

Print Name

Interim Village Manager

\_\_\_\_\_

Title

Title

ATTEST

\_\_\_\_\_

Missel Arocha

Village Clerk

\_\_\_\_\_

Witness

APPROVED AS TO FORM BY

\_\_\_\_\_

Print Name

\_\_\_\_\_

Village Attorney

# EXHIBIT #1

## PROPOSAL SHEET

RFP# 1920-12-005 Village of Palmetto Bay – Farmers Market

1. Monthly Rental Fee: \_\_\_\_\_ \*\*

For the space to conduct a Farmers; Market

\*\* This amount pertains to a base rental fee. Since this venue is outdoors, if there is pending bad weather and the farmers market cannot operate, the Monthly fee will be pro-rated and adjusted for non-operations during that time.

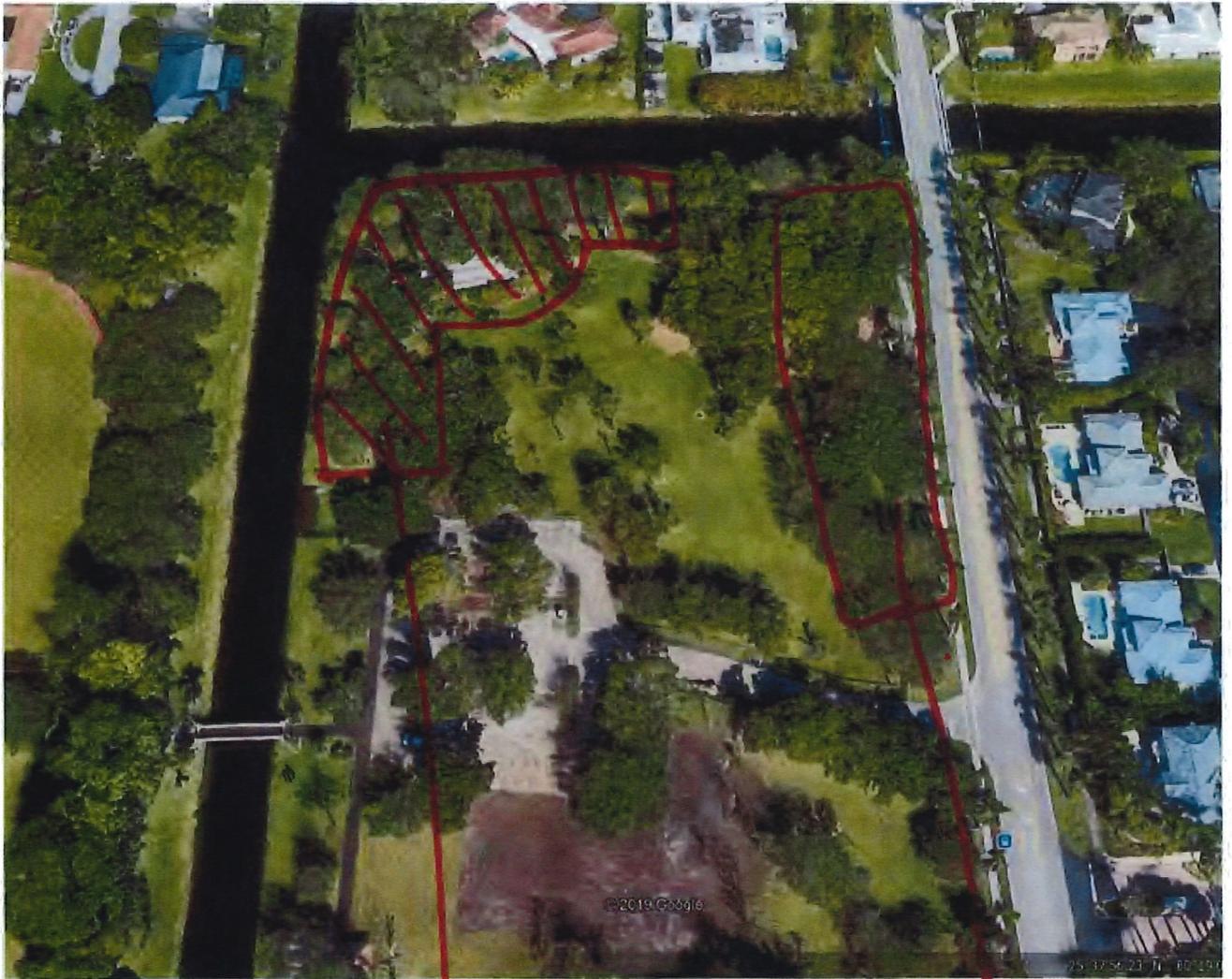
1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

---

Name: (Please Print)

---

Offeror Signature Title: Date:



Option A

MARKET

or  
Option B

Vendor Booths must stay  
along the path to provide  
for ADA accessibility.



**RESPONSE TO RFP FOR  
OPERATION OF VILLAGE OF  
PALMETTO BAY  
FARMERS MARKET**

COPY

The Village of Palmetto Bay

## Proposal for Operation of Farmers Market

I would like to submit a Proposal for the Operation of a Farmers Market in the Village of Palmetto Bay. Operating Sundays, 8:30-2:30. Ideally, I feel that the best location for the Market would be at Coral Reef Park in its current location based on visibility, availability and space for the market as well as parking. I understand that the Village has a Master Plan and a vision of where they would like for me to set-up the Market, and visually it would look very appealing but I have concerns regarding the logistics of the designated areas. Either Option A or Option B offer great shade and would be a beautiful spot for customers to stroll through the Market.

That being said, if the Village has their heart set on either of those areas I would be happy to comply and do my best to make it work.

In my opinion, the ideal company to manage the Farmer's Market would be the one that created and established the Palmetto Bay Farmer's Market.

I have created a green sustainable market that genuinely reflects the values and priorities of the community. My competitive advantage is the experience I have gained creating and managing the Market for the past three years as well as a market vendor at many other markets for the previous seven years. I know the challenges vendors face and the nature of the market, giving me an inside view of how a market should be run. I know Palmetto Bay and the Village's aspirations for sustainability and a green existence as well as the community's desire to contribute to this goal. With that collaborative effort in mind, I have assembled a variety of vendors that are excited about continuing to move forward to implement greener practices and nurturing a community and healthy environment at the Market. The ground work for the Market has already been laid and the primary objectives have been met.

- Offering the community members an opportunity to purchase locally grown produce and other artisan goods
- Providing farmers an opportunity to sell their products locally
- Providing local businesses and artisans the opportunity to participate in the community
- Creating a social gathering place for the community

- Highlighting the character of Palmetto Bay with emphasis on sustainable environmental practices
- Providing a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children
- Providing a booth for non-profits to develop awareness of their organization

If given the opportunity, I would continue to build on the foundation that has already been set in place. Areas that I would concentrate further on would be:

- a.) Continuing to solicit a mix of vendors – Due diligence must be done to ensure that we have the best cross-section of vendors without duplication to the point that one vendor might encroach on another’s livelihood.
- b.) I have created a social gathering place for the community to enhance the Market experience by adding tables with seating & umbrellas and part two of the social aspect, I would like to bring in a variety of musicians to provide a nice backdrop and give it a more festive atmosphere.
  - I have established a Palmetto Bay Farmer’s Market Facebook page as well as Instagram, I feel that it is an ideal format for reaching a multitude of prospective patrons within the Village of Palmetto Bay and surrounding communities. Each week I post pictures and videos and highlight new vendors. All vendors are encouraged to “check in” and post that they can be found at the Palmetto Bay Farmer’s Market each Sunday.
  - Recurring events are also posted on Facebook and Instagram; the first Sunday each month is free Yoga in the Park, the third Sunday each month is Kids Zone – bounce house, games and a fun and educational activity for the kids. The second and the last Sundays are educational workshops, such as plant propagation or healthy cooking.
  - I am working with the Humane Society to host a pet adoption event on an ongoing basis.
  - On Easter Sunday we had an Easter Bunny with a backdrop for pictures and a mini Easter Egg Hunt.
  - Mother’s Day & Father’s Day we had coupons for gift items from various vendors.

I have many other ideas for the making of a successful market. I feel that the Palmetto Bay Farmer's Market is, and should be a "family" as well as an integral part of the community. I am part of that family and I have a great relationship with all of the members. I know what it takes to keep the vendors as well as the customers happy and would welcome the opportunity to be able to make The Palmetto Bay Farmer's Market the best market that I have ever had the pleasure of working with.

If I am awarded the contract I will continue to build on the foundation that has been established and welcome input from the Village of Palmetto Bay to guarantee the success of the Market.

Cecelia A. Camp, President  
A-Trend, LLC  
19901 SW 103<sup>rd</sup> Avenue  
Cutler Bay, FL 33157  
305-431-8220  
pbfarmersmkt@bellsouth.net



**VILLAGE OF PALMETTO BAY**

9705 E. HIBISCUS STREET • PALMETTO BAY, FL 33157 • (305) 259-1234

**Business Tax Receipt**

**Issued Date:** 10/1/2019  
**Expiration Date:** 9/30/2020

A-TREND LLC  
10194 SW 202 TER  
Cutler Bay, FL 33189



**Receipt #:** B-003197  
**Business Type:**  
FARMERS MARKET  
**Business Name:**  
A-TREND LLC  
**Business Address:**  
7895 SW 152 ST

A handwritten signature in black ink, appearing to be "J. Lee".

FINANCE DIRECTOR

SUBJECT TO ALL APPLICABLE LAWS • POST IN A CONSPICUOUS PLACE



A-TRLLC-01

KELLYG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/20/2020

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

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

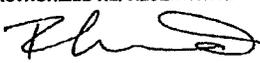
<b>PRODUCER</b> Insurance Office of America 3895 Tampa Road Oldsmar, FL 34677	<b>CONTACT NAME:</b> Patricia Gianguzzi	
	<b>PHONE (A/C, No, Ext):</b> (407) 998-5459	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> Patricia.Gianguzzi@joausa.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> United Specialty Insurance Company		12537
<b>INSURED</b>  A-Trend LLC 9611 Bahama Dr Cutler Bay, FL 33189		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		USA4278536	7/15/2019	7/15/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Village of Palmetto Bay is additional insured with respect to general liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  Village of Palmetto Bay 9705 E. Hibiscus Drive Palmetto Bay, FL 33157	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



## LOCAL BUSINESS TAX RECEIPT APPLICATION

### CHECKLIST OF ATTACHMENTS

The following is a checklist of attachments which your application *may need to have* in order to be processed. Please attach the required documentation to the application.

1. If new business, attach a Certificate of Use and/or Certificate of Occupancy issued by the Village of Palmetto Bay.
2. If an existing business, attach a copy of the Certificate of Use and/or Certificate of Occupancy issued by Miami-Dade County.
3. Proof of approved sanitation services if an eating establishment
4. Corporate documents showing the Federal Identification Number and registration as a Corporation/Fictitious name.
5. Lease Agreement for Square Footage figures.
6. Copy of Employer Identification Number (EIN).
7. Provide copy of any required state license in order to operate business.

### APPLICATION

Instructions: Please print or type to allow for a more accurate processing of your application.

Name of Business or Applicant: \_\_\_\_\_

Commence Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Applicant email address: \_\_\_\_\_

Please indicate what products will be sold or services rendered:

\_\_\_\_\_  
\_\_\_\_\_

Please indicate below if this is a new or existing business:

- NEW If new, *please provide a Certificate of Use and/or Certificate of Occupancy issued by the Village of Palmetto Bay.*
- EXISTING If existing, *please provide a copy of the Certificate of Use and/or Certificate of Occupancy issued by Miami-Dade County.*

Name of Business Owner: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Business Owner's Mailing Address: \_\_\_\_\_

Business Owner's Home Telephone: \_\_\_\_\_



***All information provided by the taxpayer will become part of the public records except the SSN, which is protected by the confidentiality law of the State of Florida. If you claim exemption under F.S. 119 for another reason, please indicate in writing and attach to this application.***

**AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that: He/she is the (Owner, Partner, Officer, Representative or Agent) \_\_\_\_\_ of (name of business/applicant) \_\_\_\_\_, and that matters and facts stated in this application are true to his/her knowledge, and that he/she, in the aforementioned position is authorized to execute this application for the purposes of obtaining a Local Business Tax Receipt from the Village of Palmetto Bay.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name and Title Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Any questions concerning this application should be referred to Planning & Zoning Department, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. Hours of operation are 8:30 a.m. through 5:00 p.m. You may also call (305) 259-1250 or email [mrodriguez@palmettobay-fl.gov](mailto:mrodriguez@palmettobay-fl.gov)

**OFFICE USE ONLY:**

Date Submitted: \_\_\_\_\_ Process Number: \_\_\_\_\_ License Number: \_\_\_\_\_

## VENDOR LIST

In Your Face Delights

Dylan's Massage

Martica's Sweets

Brewing Life Kombucha

Aloha Redland Farm

Provida Health

TruJerk Jamaican Chicken

Asian Fusion Dim Sum

Wholly Smokes BBQ

Heavenly Corn Creations

The Frances Gelato

Papito Chef Arepas

Frances Coconuts

Samosa Mama

Flip's Country Kettle Corn

Harvey's BBQ

Bello Family Farm Micro Greens

Olga's Produce

Hands of Earth Energy

The Bicycle Stores

Chef Joe's Gourmet

Steve's Stone Crabs

Leaf Filter

New Leaf Chiropractic

Maria Bocanegra Hot Dogs

Monat

77th Avenue

BATHROOMS

CANAL

TABLE

Park Area

TABLE

FENCE

VEGGIE STANDS

VEGGIE STANDS

UP TO 65 VENDORS

81

PARKING

PARKING

PARKING

HANDICAP PARKING

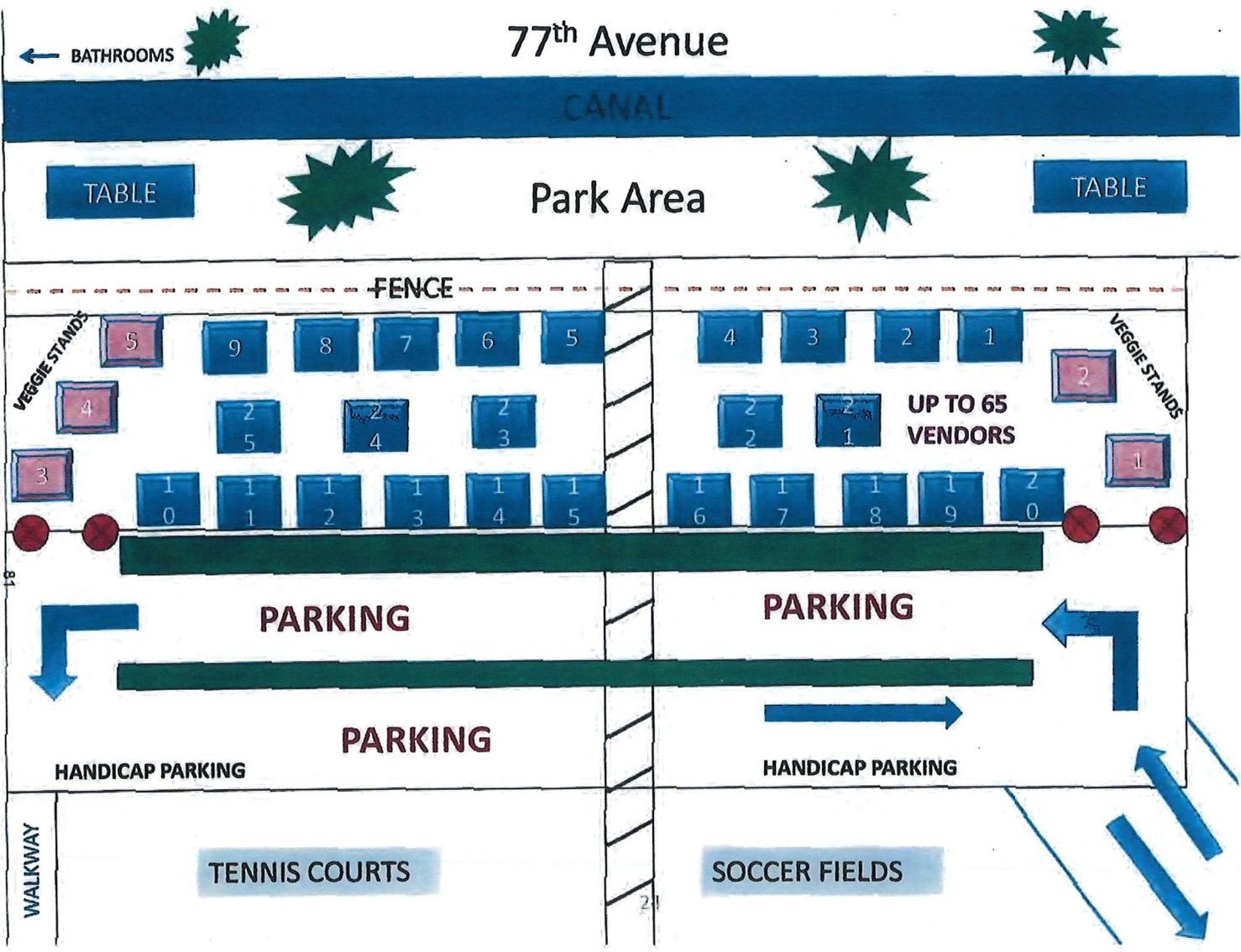
HANDICAP PARKING

TENNIS COURTS

SOCCER FIELDS

WALKWAY

21





FARMERS MARKET

APPLICATION & AGREEMENT

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Name: \_\_\_\_\_

State of Florida Sales Tax #: \_\_\_\_\_ (Copy Must Accompany Application)

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Merchandise to be sold: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree to sell only such items which are listed on the application. I swear that all information is correct and complete. I hereby affirm that I have read the regulations and policies as outlined and agree to abide by all rules established for the operation of the market. I further acknowledge that I am an independent contractor and take full responsibility for all activities conducted and agree to hold harmless and indemnify The Village of Palmetto Bay from any and all liability arising from participation and sales in the market.

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Approved: \_\_\_\_\_

Note: Violation or falsification of any of the conditions set forth in this legal agreement will result in the immediate and permanent loss of permission to sell any product at any market sponsored by The Village of Palmetto Bay.

## **VENDOR APPLICATION**

Vendors need to have their completed applications submitted via email or via mail by the Monday prior to market day.

A vendor application must be completed yearly. Application must be complete in all details and received by the application deadline accompanied by a minimum of one (1) non-returnable photo of the vendor tent/product.

Market Manager will evaluate and give preference to all completed applications based on the following:

- Local, county or state Grower or Food Processor
- Quality of items
- Overall appearance of the vendor tent

## **VENDOR GENERAL LIABILITY INSURANCE**

Vendors need to carry their own liability insurance that covers property damage, personal injury and product liability in the amount of \$1,000,000, naming the Village of Palmetto Bay as additionally insured. Certificate of Liability must accompany the vendor application.

## **VENDOR LICENSING & PERMIT REQUIREMENTS**

Vendors are required to supply copies of applicable licenses and permits.

### **Required:**

- Occupational License
- Florida Annual Resale Certificate for Sales Tax
- Local County/City Business Tax Receipt (LBT)

### **Where Applicable:**

- Certified Grower Certificated issued by University of Florida County Extension in the County(s) where your farm is located.
- Florida State Health Permit to sell prepared foods from a commercial, licensed kitchen.
- FDACS Permit-Florida Department of Agriculture – food permit for packaged, bakery, or seafood products.
- DBPR License – Department of Business & Professional Regulations – for food on site.
- Indicate Cottage Law if applicable.
  
- Please note that all required permits/licenses must be in place prior to the first Sunday of the Palmetto Bay Farmers Market.
- Food vendors will not be permitted to open for business without all required permits/licenses.
- Vendors are responsible for collecting their own sales tax.

## **VENDOR ELIGIBILITY**

Selling privileges at Palmetto Bay Farmers Market are extended to bona fide growers, farmers, artisans and small businesses in the South Florida area.

The Market Management will determine the exact number of vendors per category. There is no exclusivity; however, products of the same type will be limited. The goal is to maximize the variety of products and competition

in the market to provide customers with a diverse selection of products, prices and personalities while balancing the need for individual vendors to profit.

▪ **FARMER ELIGIBILITY**

To qualify as a farmer and owner of a crop the following must apply:

- a) **PRODUCE FARMER:** Grower who produces fresh fruits, vegetables, nuts, or herbs must own, rent, lease or sharecrop the land AND practice the agricultural arts, i.e., she/he must grow from seeds, transplants or cutting. Grower must be responsible for all production operations.
- b) **PLANT PRODUCER/NURSERYMAN:** Grower who produces ornamental plants from seeds, cuttings or plants must have purchased them as seedlings and have sole ownership. Producer must grow seedlings for at least 3 weeks and plants for 3 months on the grower's own premises before they can be offered for sale. The grower must be the one responsible for all production and operations.

If you qualify as a grower, you must have a **VALID GROWER'S PERMIT** issued by the Agricultural Extension office in the county where the crops are grown and listing the crops grown on the permit. You may sell only those products listed on your grower's permit.

▪ **NON-FARMER ELIGIBILITY**

All other vendors (non-farmers) can qualify if they meet the requirements outlined in this package and also meet the following product eligibility requirements as listed in Product Eligibility section.

▪ **NON-PROFIT VENDOR**

A maximum of one space each Sunday will be made available, on a rotating basis, for **NON-PROFIT** organizations to use as an educational opportunity. These are spaces for cultural arts, human service, environmental, educational, health, or other approved organizations. Non-profit status must be on record including 501 (c)(3) number. Non-profit applications are available upon request.

• **VENDOR CONDUCT**

Vendors must wear shirts and shoes at all times in market area.

Vendors must always act professionally with customers. Market Management/staff and fellow vendors. Failure to do so will result in termination of vendor participation in the market.

## **PRODUCT ELIGIBILITY**

**ONLY** those products from the following categories will be allowed for sale:

- **PRODUCE RESELLERS** – Resellers with Florida produce.
- **BAKERY, BEVERAGE, CONFECTIONARY** – **FDACS permit required baked in approved facility.** Breads (natural, sour dough, specialty, ethnic, flatbreads, etc.), pastries, cookies, pies, cakes, tortes, bagels, muffins, candy, sweets, etc. Coffees, smoothies, fresh squeezed vegetable juices and teas.
- **CAFÉ & RESTAURANT** – **DBPR License required**  
Breakfast/lunch/snack menu that is fresh, healthy, low fat and high quality. The menu will be presented each season for review and vendor selection.
- **DAIRY, MEAT, POULTRY, SEAFOOD** – **FDACS permit required, approved source, country of origin labeling required by law**  
Local and imported cheese, specialty butter, cheese spreads, yogurt, ice cream; fresh, smoked and cured meat and poultry products (grass-fed and organic preference), deli, sausages; fresh seafood, fish and shellfish (frozen with permission and justification), no cutting on site.
- **EXOTICS, FLOWERS, ORCHIDS, PLANTS, TREES** – **FDACS Division of Plant Industry license**  
Tropical and fruit trees, fresh-cut flowers showing no deterioration or age, potted plants, fresh herbs.
- **FARMERS & GROWERS** – **FDACS permit may be required if packaged goods are sold**  
Preference will be given to organic, local county and state growers. Grade A quality produce only, including fresh squeezed juices processed by farm.
- **GOURMET & PROCESSED FOOD** – **FDACS permit required, manufactured in approved facility.**



- Vendors are encouraged to use PET cups, biodegradable plates, utensils and food containers.
- **NO STYROFOAM OR PLASTIC STRAWS**
- Vendors are encouraged to use paper or biodegradable bags.
- All health regulation codes are to be adhered to for food storage, display, handling and serving (gloves in food handling, hats and hand washing supplies, food covered, and food products off the ground, etc.)
- Gloves and tongs **MUST** be used at all times for food handling.
- Hot items must be held above 135 degrees at all times.
- All unlabeled products need an ingredient listing available, if requested, e.g., bakery items.
- All products for human consumption must be covered, protected by a sneeze guard or wrapped as required by FDACS.

\_\_\_\_\_  
Signature

**VENDOR AREA**

- Vendors will be assigned a vendor space for the season. However, vendors may be subject to relocation. The Market Management will make every effort to keep all vendors at their assigned locations throughout the season. **ANY VENDOR MAY BE RELOCATED AT THE DISCRETION OF THE MARKET MANAGEMENT.**
- No subletting or sharing of space/tent is permitted.
- It is the vendor's responsibility to supply all tents and tent weights are mandatory -- minimum of four 20 lb. weights), tables, table-skirts, scales, display materials, at least one garbage can, garbage can liners, electrical cords, cash floats, etc.
- If it is determined by The Market Management that a vendor's display is detracting from the overall site presentation, a change or improvement will be required.
- Vendor's products and set-up must not be placed beyond tent space boundaries.
- Handwritten signs are not allowed.
- Products must have prices posted.
- Table coverings must reach the ground.
- Vendors are responsible for removal of all trash related to their tent.
- Vendors are not to use public trashcans.
- Scales for weighing must meet the standard of the Florida Department of Agriculture and Consumer Services, and be certified by FDACS Weights and Measures.
- All business transactions must take place within your tent space.
- Smoking is not allowed under tent or in market area.
- Alcoholic beverages or illegal drug consumption is not allowed in market/parking areas.
- The Market participates in a **DRUG FREE WORKPLACE**

**Please describe your setup: (tent, cart, umbrella, or other). Submit (1) non-returnable photograph.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

**ELECTRICITY**

Electrical outlets are not available. Generators are permitted if you need power for your space, however, all generators must be of the SILENT type.

**SET-UP/BREAKDOWN/CLEAN-UP**

- SET-UP begins at 7:00 am
- Vehicles must be removed from market area by 8:30 am and parked.
- Every vendor **MUST** be completely set-up by 8:45 am

- **BREAKDOWN** starts at 2:30 pm
- Vendor must remain in vendor's tent until 2:30 pm, even if vendor sells out. Vehicles will not be allowed to enter market area for loading until 2:30 pm.
- Vendors **MUST** be broken down by 3:00 pm.
- **CLEAN-UP** – All items brought by vendor must be removed by vendor. All debris, boxes, vegetables, food, flower trimmings, or other materials must be cleaned up and removed from the market site. **NO** produce, food, trash, etc., may be disposed of on site.
- Cleaning charges will be charged back to the vendor. Failure to comply with any of these clean-up policies will result in a \$30.00 fine per instance in addition to any cleaning fees, which must be paid before the next Sunday. Multiple fines will result in termination of vendor participation in the market.

**VEHICLE REGULATIONS**

- Vehicles must be removed from market area after unloading by 8:30 am and parked in vendor parking.
- Vehicles will not be allowed to enter market area for loading until 2:30 pm
- Danger to patrons and vendors will result in termination of vendor participation in the market.  
**NO EXCEPTIONS.**

List all vehicles (cars, trucks, trailers):

MAKE	MODEL	COLOR	TAG #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature \_\_\_\_\_

**VENDOR FEES**

- Vendor fees based on 10' x 10' space. Vendor fees to be determined for additional space requirements, seasonal and one-time vendors.
- Vendor fees are paid weekly.
- Payment can be made as follows:
  - On-line/invoice
  - Cash
  - Check
  - Credit Card
  - CashApp
  - Venmo

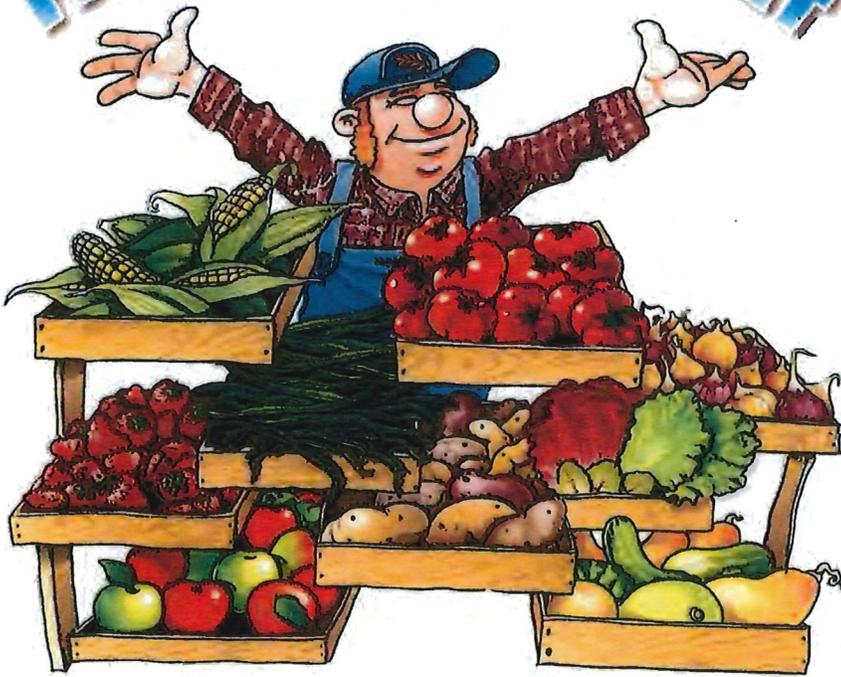
Signature \_\_\_\_\_

I have read and understand the terms and conditions described in the Application/Contract & Policies document. I have also reviewed and signed each of the policies, indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards will result in immediate termination of vendor participation in the market

Signature \_\_\_\_\_

**FARMERS MARKET INDEMNIFICATION:**

# ENJOY YOUR FARMERS' MARKET



## EVERY SUNDAY PALMETTO BAY FARMERS MARKET

Supporting local farmers, gardeners, artisans  
and food related entrepreneurs.



Featuring fresh local  
produce & eggs  
local honey  
fresh breads & pastries  
hand made soaps  
artisan granola - plants  
orchids - BBQ  
kettle corn - lemonade  
grass-fed beef  
jams & jellies - sauces  
hand-crafted jerky  
Conch fritters - olive oils  
pickles - pastas - candles  
cut flowers  
fresh seafood  
*Just to name a few!!*

VENDORS  
WELCOME

Call

**305-431-8220**

or email

[pbfarmersmkt@bellsouth.net](mailto:pbfarmersmkt@bellsouth.net)

CORAL REEF PARK  
7895 S.W. 152nd Street  
Palmetto Bay, FL 33157

SUNDAYS  
8:30 AM – 2:30 PM







**i.amme\_movement** • Follow  
Coral Reef Park



02/23/20

# YOGA IN THE PARK

9:30am : Coral Reef Park : Donation Based  
77 ave entrance



34 likes

**i.amme\_movement** Yoga in the park this Sunday with [@melanie\\_rae\\_perez](#) and after pass by the [@pbfarmersmarket](#) for some goodies.



option A

MARKET

or  
option B

Vendor Booths must stay  
along the path to provide  
for ADA accessibility.

**REQUEST FOR PROPOSAL**  
**Village of Palmetto Bay**  
**9705 East Hibiscus Street**  
**Palmetto Bay, Florida 33157**



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**TITLE:**

**Village of Palmetto Bay – Farmers Market**

**RFP NO.:**

**1920-12-005**

**DUE DATE:**

**Monday, February 24<sup>th</sup>, 2020 at 3:00pm (Municipal Building)**

**ISSUED:**

**Friday, January 31<sup>st</sup>, 2020**

**CONTACT PERSON:**

**Ms. Fanny Carmona**  
**Director**  
**Dept. of Parks and Recreation**  
**FCarmona@palmettobay-fl.gov**

**Mrs. Litsy C. Pittser**  
**Procurement Specialist**  
**Office of the Village Manager**  
**Procurement Division**  
**LPittser@palmettobay-fl.gov**

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**SECTION 1.0: Advertisement**



**Village of Palmetto Bay  
REQUEST FOR PROPOSAL (RFP)**

**Village of Palmetto Bay – Farmers Market**

**No. 1920-12-005**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide management and operations for a farmer's market at the Village of Palmetto Bay, Coral Reef Park. These services are to be provided with certain performance measures defined by this RFP.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, no later than 3:00 p.m. on or before Monday, February 24<sup>TH</sup>, 2020 at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the proposal document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under RFP&RFP's. Documents shall be available on Friday, January 31<sup>st</sup>, 2020 at 9:00am. A (non-mandatory) pre-bid meeting will be held on Tuesday, February 11<sup>th</sup>, 2020 at: Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay Florida 33157 at 10:00am. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled "Farmers Market" RFP # 1920-12-005". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at [LPittser@palmettobay-fl.gov](mailto:LPittser@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. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **Introduction**

#### **General**

The Village of Palmetto Bay would like to extend to its residents the benefit of having a place to go on the weekend and be able to buy fresh organic fruits and vegetables, see beautiful artisan crafts to purchase. The Village has provided a farmer's market for its residence for the past 5 years and would like to continue extending this service. This service is important to maintain social gatherings for the Village residents and community.

The vendor shall need to operate, manage and hire the farmer market vendors and be willing to market and advertise to promote the success of their operation. The market will operate at Coral Reef Park:

- *Coral Reef Park* - Coral Reef Park is Palmetto Bay's signature park located at 7895 SW 152 Street, Palmetto Bay, Florida 33157. 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 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. The Village introduced its farmers market back in 2016 and has had success and good feedback from the residents and park patrons. As the contract with the current vendor is coming to an end, the Village would like to invite any vendors that are interested in fully managing the farmers market so the Village can continue extending the opportunity to its residents.

**2.1**

**Estimated Schedule**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Friday, January 31st, 2020	Posted on Daily Review and Villages' Website	
Non-Mandatory Pre-Bid Meeting	Tuesday, February 11th, 2020	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
* Last day to Submit Questions	Tuesday, February 18th, 2020	Via Email to lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Monday, February 24th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**2.2**

**Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract. – Not Applicable**

~~The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.~~

**G. Completion of Contract.**

The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

**END OF SECTION**

### **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

#### **3.00 Requirement to Meet All Provisions**

Each Vendor submitting a proposal (Vendor) shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

#### **3.01 Errors and Omissions in RFP**

Vendors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

#### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Tuesday, February 18<sup>th</sup>, 2020 at 3:00pm.

#### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Vendors in a timely manner of modifications to the RFP. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall*

*acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Vendor may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Vendor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Vendor chooses to withdraw their proposal after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the proposals.

### **3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored Vendor.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Vendor to observe any provision of this RFP.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinance\\_s?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinance_s?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein

Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this RFP.

Vendors are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor's risk.

### **3.10 Certification**

The signer of the Response (to this RFP) must declare by signing all the required forms Vendor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit

6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle accident.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor 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 Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor 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.

The Vendor 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 Vendor 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.

### **3.14 Accounting**

The Vendor shall submit monthly rental fee at the 1<sup>st</sup> of each month to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Vendor submitting a proposal, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Vendors submitting proposals.

### **3.17 Vendor Responsibilities**

The Vendor shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Vendor's personal property, the Vendors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Litigation**

All Vendors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-vendor has been involved in within the last three (3) years.

### **3.21 Sub-Vendor**

If any Vendor submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting vendor shall need to abide by all the requirements as the prime Vendor.

### **3.22 Indemnification**

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village 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 this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-vendor. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.23 Quality - Not Applicable**

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.~~

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 Force Majeure**

The performance of any act by the Village or Vendor 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 personnel and in such event the Village shall withhold payment due Vendor 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 this Agreement.

### **3.26 Work Delays – Not Applicable**

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

### **4.00 Scope of Work**

The scope for the Proposer will contemplate a complete management and operations of the farmers market to include and are not limited to:

- The proposer has the responsibility to recruit and staff the Farmers Market event. \*\*
- All licenses and permits from its vendors will fall under the Proposers responsibility to keep record.
- Proposer will have the responsibility to allocate the vendor booths to cover the specified location on (Exhibit 2).
- Proposers will have the responsibility to make sure that the vendors are always in good behavior and dress appropriately with shirts on. No alcoholic beverages by vendors are allowed.
- Proposers will have the responsibility that at the end of the event, all waste is picked up by its vendors and hauled away leaving no trace.
- Any sales tax incurred through the sale of goods will not be the responsibility of Palmetto Bay; the Village will solely rent out the space to conduct the farmers market.
- The Proposer is responsible to verify that their hired vendor carries their own general liability insurance which will cover property damage, personal injury and product liability.
- There will be no Styrofoam products used or sold and plastic straws.
- Market Manager must always be on site during the Farmers Market operation.
- Proposer will be responsible for their own signage and approval must be granted by the Village based on the Village signage ordinance.
- Weather conditions will be the Proposers responsibility to give direction to its Vendors as to when to shut down due to strong rains and/or lightning.
- The Village will receive compensation monthly for the rental of the space provided to the Proposer to hold the Farmers Market.

\*\* The Village is committed to maintain and build upon the 5 years it has hosted the farmers' market as a community and business incubator, selling opportunities for local farmers, artisans, community hub for healthy and local food options. Health and nutrition education and outreach can bring more people to the Market and increase understanding of what it means to make healthy food choices for themselves and the community through the support of local farms.

Village will be providing the following:

- The area where the Farmers Market will take place.
- Parking for vendors and residents

## **SECTION 5**

### **5.0 Evaluation and Content of Proposals**

Proposals will be ranked in order of preference by the Village. In ranking the proposals, the Village will consider professional experience in managing the operations of a farmer's market, the marketing methodology of the Proposer and the rental fees to the Village and any other considerations identified on this RFP.

- (1) General rules established by the Proposer to the Vendors
- (2) Application Process for the Vendors
- (3) Requirements for edible food vending
- (4) Process of Vendor allocation based on (Exhibit 2)

The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Vendor.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

#### **Points**

25	Methodology to perform the services to fulfill the scope
25	Experience Managing a Farmer's Market
25	Marketing Methodology to Recruit Vendors
<u>25</u>	Rental Fee to the Village for the operating location

**100 Total Available Points**

#### **5.1 Preparation of Proposals:**

1. Vendor/Vendor will need to provide (1) copies, (1) original and an electronic copy of their proposal either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this proposal. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked "Village of Palmetto Bay - Farmers Market Proposal" RFP 1920-12-005 to include the name of company, address, contact person and phone number.

3. The package with the proposals inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendors to ensure that their Proposal is time stamped in at Village Hall prior to 3 p.m., local time, on February 24<sup>th</sup>, 2020. The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Vendor non-responsive and the Proposal shall not be considered for award.

4. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Vendor and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

**5.2 Preparation of Proposals:**

**1. *Introduction Letter***

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

**2. *Experience***

Vendor shall have a minimum of three (3) years of successful experience in management and operations of a farmer's market. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided.

This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

### **3. Financial Stability**

\* Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. **(This information shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

### **4. Litigation History**

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

### **5. Insurance Requirement**

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

### **6. Vendor Non-Collusion Certification**

Any Vendor submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these RFP documents.

**7. Drug-Free Workplace**

The Vendor shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the RFP response.

**8. Addenda**

The Vendor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Vendor fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether received by him/her.

**9. Independence Affidavit**

The Vendor shall list and describe their relationships with the Village in accordance with the RFP (Form entitled Independent Affidavit).

**10. Proposal Sheet**

\*The Vendor will fill in the proposal sheet and submit with proposal.

**END OF SECTION**

**SECTION 6.0: Required Proposal Submittal Forms**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, 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 Proposal 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 Proposals will be followed if none of the tied Vendors 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 Proposal 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 Proposal, 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 Vendor complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

**SUB-VENDOR LIST**

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-Vendor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**END OF SECTION**

## REFERENCES

Norma-Milena Gavarette, Special Events Coordinator  
City of Coral Gables  
Parks & Recreation Department  
405 University Drive  
Coral Gables, FL 33134  
305-460-5607  
ngavarette@coralgables.com

Provence "Boo" Zamek, President/CEO  
"Just Ask Boo"  
16121 S.W. 83<sup>rd</sup> Ave.  
Palmetto Bay, FL 33157  
(305) 984-1143

Connie Rebozo, Retired  
CHARLEE Homes for Children  
12400 S.W. 62<sup>nd</sup> Ave  
Pinecrest, FL 33156  
(305) 668-3237 – Home  
(305) 606-7963 – Cell

Lindy Leftwich, President  
Hilton Graphics  
(305) 255-6555

Tom & Vivian Cabrerizo  
355 Arvida Parkway  
Coral Gables, FL 33156  
(305) 505-3003

Marilyn March, Executive Director  
Women's Fund Miami  
5935 S.W. 82<sup>nd</sup> Ave.  
Miami, FL 33133  
(786) 374-8868

Judy Wieselberg  
10970 S.W. 90<sup>th</sup> Ave.  
Miami, FL 33176  
305-299-4639

Mary Lou Cole  
305-216-2941

**REFERENCES**

Each proposal must be accompanied by a list of at *least three (3)* references, which shall include all the information requested below:

Solicitation Information: Village of Palmetto Bay – Farmers Market

RFP# 1920-12-005



Name of Proposer: ~~VILLAGE OF PALMETTO BAY - REFERENCE FORM~~

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal 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:

\_\_\_\_\_  
\_\_\_\_\_

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 response.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A-Trend, LLC

Date: 2/22/20

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

SS:

Cecelia Ann Camp being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: A-Trend LLC the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, 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 Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A-Trend, LLC

Date: 2/22/20

Continued on next page.

**ACKNOWLEDGMENT**

State of Florida

County of Miami-Dade

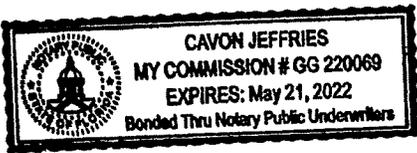
On this 22 Feb day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Cecelia Ann Camp and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:



Cavan Jeffries

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

- Personally known to me, or
- Produced identification:

DH-C510-101-50-838-0

(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 Cecilia Ann Camp

For A-Trend, LLC

Whose business address is: 19901 SW 103rd Ave Cutler Bay, FL 33157

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
81-3497042

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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 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 Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A-Trend, LLC

Date: 2/22/20

CONTINUED ON FOLLOWING PAGE

**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this 22, Feb day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Cecelia Ann Camp 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  
[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC

SEAL OF OFFICE:

Cavon Jeffries

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

- Personally known to me, or
- Produced identification:

DL-CS10-101-50-838-0

(Type of Identification Produced)

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



Signature of Official: Cecelia Ann Camp  
Name (typed): Cecelia Ann Camp  
Title: Resident  
Vendor: A-Trend, LLC  
Date: 2/22/20

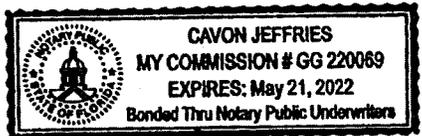
**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

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WITNESS my hand and official seal  
[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:  
Cavon Jeffries  
(Name of Notary Public: Print, Stamp or Type as commissioned.)  
 Personally known to me, or  
 Produced identification:

D2-CS10-101-50-838-0  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / VENDOR DISCLOSURE)**

Vendor or Vendor 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 board 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 Vendor or Vendor, 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 Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor 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 Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Cecelia Ann Camp being of 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:

81-3497042  
Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

A. Trend LLC

Name of Entity, Individual, Partners or Corporation

Palmetto Bay Farmer's Market

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

19901 SW 103<sup>rd</sup> Ave, Cutler Bay, FL 33157

Street Address Suite Village State Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
Cecelia Ann Camp	19901 SW 103 <sup>rd</sup> Ave	100 %
	Cutter Bay FL 33157	%
		%

2. The full legal names and business address of any other individual (other than Sub-Vendor, 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

Signature of Official: Cecelia Ann Camp  
Name (typed): Cecelia Ann Camp  
Title: President  
Vendor: A-Trend, LLC  
Date: 2/22/20

**ACKNOWLEDGMENT**

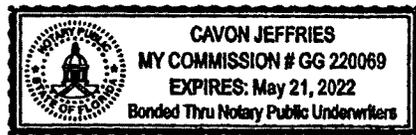
State of Florida

County of Miami Dade

On this 22, Feb day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Cecelia Ann Camp 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC  
SEAL OF OFFICE:

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

DL-CS10-101-50-838-0  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We A-Trend LLC (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# **1920-12-005**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A-Trend

Date: 2/22/20

Attest: [Signature]

Print Name: Cavan Jeffries

Attest: [Signature]

Print Name: [Signature]

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A-Trend, LLC

Date: 2/22/20

**ACKNOWLEDGMENT**

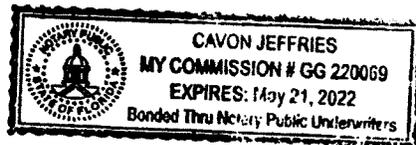
State of Florida

County of Miami Dade

On this 22, Feb day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Cecelia Ann Camp 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC

SEAL OF OFFICE:

Cavon Jeffries

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

- Personally known to me, or
- Produced identification:

DL-C510-101-50-838-0

(Type of Identification Produced)

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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Executed on 2/22/20 at FNBSM - 12:35pm  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Cecelia Ann Camp

Name (typed): Cecelia Ann Camp

Title: President

Vendor: A. Trend

Date: 2/22/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Cecelia Ann Camp**

Business name/disregarded entity name, if different from above  
**A-Trend LLC**

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**  
 Other (see instructions) ▶

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**19901 SW 103rd Ave.**

City, state, and ZIP code  
**Cutler Bay, FL 33157**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
[ ] - [ ] - [ ]

Employer identification number  
**81-3497042**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here    Signature of U.S. person ▶ **Cecelia Ann Camp**    Date ▶ **2/22/20**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

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 Proposal of: \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

**PROJECT DESCRIPTION:** Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20\_\_ . The contract is for two (2) years with a three (3) one (1) year options with approval by the Village and the Vendor not to exceed five (5) consecutive years.

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 Department of Parks and Receptions will be responsible to assure that said Vendor is complying within the scope of this RFP.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

**SECTION 8.0: Exhibits**

**VILLAGE OF PALMETTO BAY**  
**VILLAGE OF PALMETTO BAY - FARMERS MARKET**  
**CONTRACTUAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a REQUEST FOR PROPOSAL ("RFP") on \_\_\_\_\_ and

WHEREAS, Vendor submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the Village for Village of Palmetto Bay - Farmers Market RFP No. 1920-12-005 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated \_\_\_\_\_ (Exhibit2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1

**C. Exhibit 2**

**Article 2      Scope of Work**

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

**Article 3      Qualifications**

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

**Article 4      Payment and/or Fees**

The Vendor shall submit at the beginning of every month dated the 1<sup>st</sup>. after commencement date the rental fee agreed upon of \$\_\_\_\_\_ monthly to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

**Article 5      Reports**

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

**Article 6      Termination**

**A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

**Article 7      Hold Harmless and Indemnification of the Village**

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

**Article 8      Term**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than five (5) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of

the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

**Article 9**      **Audit and Inspection Rights**

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

**Article 10**      **Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

**Article 11**      **Indemnification**

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village 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 Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this

Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

#### **Article 12     Insurance**

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance - \$ 1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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 Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor 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 Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor 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.

The Vendor 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 Vendor 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.

**Article 13**      **Modification/Amendment**

This writing and exhibits contain the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

**Article 14**      **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

**Article 15**      **Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.



**Article 19**      **Assignment**

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

**Article 20**      **Prohibition Against Contingent Fees**

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Article 21**      **Attorneys Fees**

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

**Article 22**      **Conflict of Interest**

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

**Article 23**      **Binding Effect**

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

**Article 24**      **Entire Agreement**

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

**Article 25**      **Captions and Paragraph Headings**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

**Article 26**      **Joint Preparation**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

**Article 27**      **Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

**Article 28**      **Exhibits are Inclusionary**

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

**Article 29**      **Jurisdiction and Venue**

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

**Article 30**      **Sovereign Immunity and Attorney's Fees.**

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

**Article 31**      **Permits, Licenses and Filing Fees**

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

**Article 32**      **Safety Provisions**

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

**Article 33**      **Public and Employee Safety**

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

**Article 34**      **Preservation of Village Property**

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

**Article 35**      **Immigration Act of 1986**

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Article 36**      **Vendor Non-Discrimination**

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

**Article 37**      **Accuracy of Specifications**

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of the specifications, as Village does not guaranty the accuracy of its interpretation in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or during the question submission session during the RFP process. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

**Article 38**      **Warranty of Authority**

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

**Article 39**      **Miscellaneous Provision**

**In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.**

**Continued next page.**

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

**OWNER**

**VENDOR**

Village of Palmetto Bay

\_\_\_\_\_

**ADDRESS**

**ADDRESS**

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Gregory H. Truitt  
**Print Name**

\_\_\_\_\_  
**Print Name**

Interim Village Manager  
**Title**

\_\_\_\_\_  
**Title**

**ATTEST**

\_\_\_\_\_  
**Missel Arocha**  
**Village Clerk**

\_\_\_\_\_  
**Witness**

**APPROVED AS TO FORM BY**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Village Attorney**

# EXHIBIT #1

## PROPOSAL SHEET

RFP# 1920-12-005 Village of Palmetto Bay – Farmers Market

1. Monthly Rental Fee: January thru May \$800 \*\* per month  
For the space to conduct a Farmers; Market June, July + August . 600- per month  
September - December 800- per month

\*\* This amount pertains to a base rental fee. Since this venue is outdoors, if there is pending bad weather and the farmers market cannot operate, the Monthly fee will be pro-rated and adjusted for non-operations during that time.

*If the Market continues to grow I would be happy to negotiate a higher rate to be paid to the Village at a later date.*

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Cecelia Ann Camp  
Name: (Please Print)

Cecelia Ann Camp 2/22/20  
Offeror Signature Title: Date:



---

**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of RFP# No.: 1920-12-005**

**Title of RFP: Village of Palmetto Bay – Farmers' Market**

Name of Bidder

Cecelia Camp, President

A-Trend, LLC

Date Addendum Received

February 12, 2020

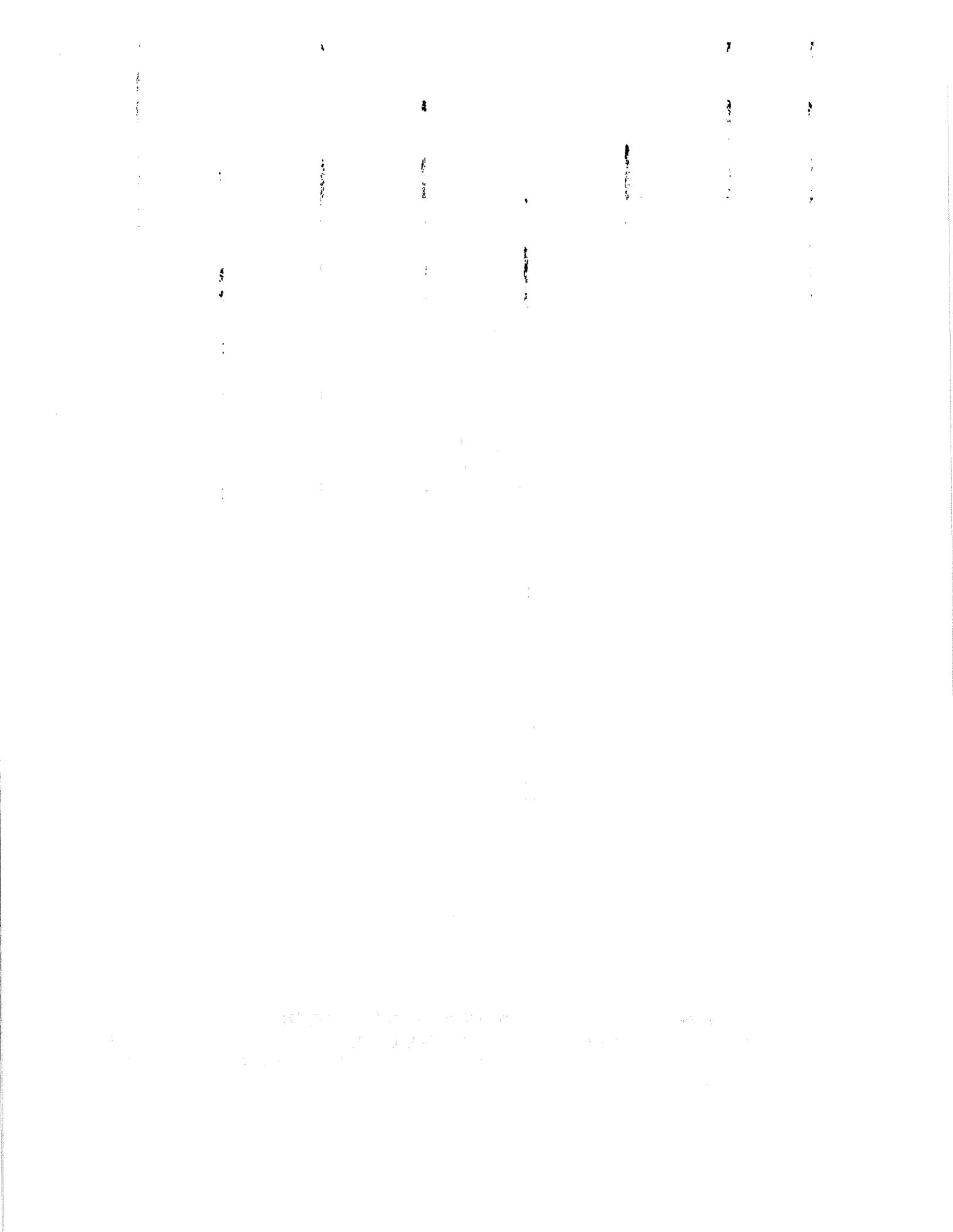
Total Pages of Addendum including Acknowledgement

6

Signature

Cecelia A. Camp

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





---

February 12, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Proposal RFP# 1920-12-005  
Village of Palmetto Bay – Farmer's Market

**ADDENDUM NO. 1**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated February 24<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Non-Mandatory Pre-Bid Meeting on February 11<sup>th</sup>, 2020**

The meeting started at 10:07am in the chambers of Village Hall. The Village representatives were: Fanny Carmona, Director of Parks and Recreation and Litsy C. Pittser, Procurement Specialist. The Procurement Specialist went through the schedule of events and answered questions relating to the preparation of the bid, after that the meeting was open to related scope of services questions.

**Question:** Regarding the sheet that you want references, in this particular intense where you are the operator and you have had vendors, it looks as though you are providing the service but what your providing is the space.

**Village-Answer:** *The references that the Village is requiring are references in relation to the management and operations of a farmers' market with other public or private entities that your Company controls.*

**Question:** Is there a start date to this contract?

**Village-Answer:** *The current contract ends May 23<sup>rd</sup> of 2020, the recommendation to Council on the awarded proposer will be scheduled for the April 6<sup>th</sup> Council meeting. So, we will not have any gaps, the contact will start after the May 23<sup>rd</sup>. date.*

**Question:** on Section 2.0 where it says your hiring your farmers market vendors, its confusing can you elaborate.

**Village-Answer:** *To clarify, the awarded Proposer will be recruiting the vendors, the Village's position is to provide the space to conduct the farmers' market. The Proposer will be responsible that the vendors abide by the rules and regulations stated by the Village.*

**Question:** **The License that is required is from the City, that's just something that we would apply for to have. So, this is basically the local business tax.**

**Village-Answer:** *The Proposer will need to apply once awarded, the local business tax.*

**Question: Food Trucks or someone preparing food or pre-packaged food?**

**Village-Answer:** *With regards to the food trucks, it seems that the areas that we are proposing to site the farmers' market, the trucks will not be able to set up there. As to foods, any pre-packaged or prepared foods can be sold i.e. kettle corn, cookies etc...*

**Question: So, is the Village proposing to move the area of the farmers' market where it is right now to another location?**

**Village-Answer:** *Yes, we would like to free up the parking lot and in May, the Village will be expanding the pathways around the baseball fields and other areas. The Village will work with awarded Proposer to identify the best place to conduct the farmers' market.*

**Question: The reasoning for putting the farmers' market at its current location was the idea of damage to the grass area.**

**Village-Answer:** *To minimize damage there are several things that can be done, using hand trucks or with the assistance of our park personnel loading the items onto our gator to help move some of the stuff.*

**Question: After looking at the proposed parking area, will the excess cars be allowed to park on the swales.**

**Village-Answer:** *If the cars are blocking the sidewalks, they will get a ticket. Across the street is permitted.*

**Question: In the proposal it says weekend. Is Saturday or Sunday up for grabs?**

**Village-Answer:** *Yes*

**Question: Is there anywhere that electricity can have access to? Right now, there is no electricity in the parking lot.**

**Village-Answer:** *There is no electricity anywhere around here only near the gazebo.*

**Question: What is the liability? Is it still 2 million?**

**Village-Answer:** *The comprehensive general liability is at 1 million per occurrence and 2 million aggregate.*

**Village-Statement:** *Whatever site that you propose, make sure that it is ADA compliant. So, the reason why we are suggesting along the path is so anyone with a wheelchair can wheel themselves along the path and be able to see the merchandise. Tables should be flushed against the curb of the path.*

*ordinance for special events that if there are more than 75 people in attendance, the event planner will need to hire (2) off duty police officers. If Palmetto Bay has an event at Coral Reef Park during the farmers' market, the Village will be responsible for the off-duty police officers.*

**Question: Can we receive the current contract, and can it be submitted via email.**

*Village-Answer: Yes, upon request the current contract will be transmitted via email.*

**Question: Any marketing paid by us will it need to be approved by the Village?**

*Village-Answer: Approval of any marketing should be approved by the Village before it goes public.*

**Question: On the topic of ordinances any other ordinances aside from Styrofoam and straws is there anything else we should know.**

*Village-Answer: The Village is working on plastic bags in the future and the signage ordinance which is in place and can be read on our website under Parks and Recreation.*

**Question: Is there no dogs allowed in the park?**

*Village-Answer: No dogs are allowed.*

**Question: Is there smoking or vaping allowed?**

*Village-Answer: No smoking or vaping allowed.*

**Question: Are generators permitted?**

*Village-Answer: Yes, generators are permitted.*

**Question: What is the earliest time a vendor can set up?**

*Village-Answer: 7:00am will be the earliest time for vendor set-up. If the gates are closed, staff is on site to open the gates.*

**Question: At what time the vendors need to be off premises?**

*Village-Answer: Park closes at sunset, that would be your cut-off time.*

**Question: Going back to wear and tear of the grass area during the farmers' market, I just wanted to know that we would not be held liable if there is damage to the grass.**

*Village-Answer: The only requirement that the Village has is that the canopies be tied down with sandbags or water buckets. The only people in the grassy areas will be the vendors all the park patrons will be utilizing the pathway trails.*

**Question: Where are your vendors parking now?**

*Village-Answer: They are parking in the parking lot that is in between the elementary school and the park.*

**Question: So, if you start in one area and at one point need to move, because construction starts does anything need to be re-submitted.**

**Village-Answer:** *No, any changes that may occur the Proposer will work directly with the Director of Parks and Recreation, Fanny Carmona to agree and accept the re-location.*

**Village-Statement:** *The Village also sponsors some marketing for the farmers' market. The Village advertises through the website, price calendar, social media, Village weekly news email blast, flyers on the parks bulletin boards. Signage will need prior approvals and Proposer needs to abide by the signage ordinance we have in place.*

**Question: When you say there is an ordinance for Styrofoam cups and plastic straws are there any for plastic bags?**

**Village-Answer:** *There is no ordinance for plastic bags.*

**Question: Is a corporate seal necessary.**

**Village-Answer:** *Corporate seals are not dry; therefore, the Village can waive this requirement, but all the required submittal forms that address a notary's signature is required.*

**Question: Pg 18. of the RFP, the vendor will fill in the proposal sheet and submit with the proposal. Cannot locate the proposal sheet.**

**Village-Answer:** *After checking, proposal sheet was found. It is in the RFP solicitation page 55 under Exhibit "1".*

**Question: On pg 20. of the RFP it says submit a sub-vendor list. Please explain.**

**Village-Answer:** *The type of proposal that you will provide deems page 20 non-applicable. The Village will sign a contract with the Proposer for the management and operations of a farmers' market. There will be no re-assignment of the contract to another company.*

**Question: Must we need to use the reference forms for references?**

**Village-Answer:** *No, as long as we have the contact information of the source providing the reference, the type of service conducted, and the years' your Company has been in a business relationship with said reference.*

**Question: Are we required to pull an event permit with the Village?**

**Village-Answer:** *No, event permit required, the awarded Proposer will be under a contact with the Village. But, signage for banners etc... shall need to be pulled. Please see our website for signage ordinance. Banners will be one per site.*

**Question: Is traffic control an in-kind service?**

**Village-Answer:** *No, since the inception of our farmers' market we have not been in a position to require traffic personnel to be assigned for traffic control. If the Farmers' Market is extremely successful and warrants traffic control, I would be confident to say that it would be the responsibility of the Proposer. The Parks has an*

**Question: Does the church accommodate the vendors at all?**

**Village-Answer:** *Not on Sundays. If the farmers' market was held on Saturday, they could park there.*

**Question: Is there a dumpster that we can use on sight?**

**Village-Answer:** *The Village has a park dumpster but for purposes of the farmers' market the vendors will need to haul their trash out and leave no trace.*

**Question: But, if the patrons make trash on the premise, will you accommodate trash cans?**

**Village-Answer:** *Yes, the Village has trash cans throughout the park. And, if staff sees the need to add more trash cans in more traffic areas, they will accommodate that.*

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

Thank you for your participation in our solicitation process.



Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay

## VENDOR LIST

In Your Face Delights

Dylan's Massage

Martica's Sweets

Brewing Life Kombucha

Aloha Redland Farm

Provida Health

TruJerk Jamaican Chicken

Asian Fusion Dim Sum

Wholly Smokes BBQ

Heavenly Corn Creations

The Frances Gelato

Papito Chef Arepas

Frances Coconuts

Samosa Mama

Flip's Country Kettle Corn

Harvey's BBQ

Bello Family Farm Micro Greens

Olga's Produce

Hands of Earth Energy

The Bicycle Stores

Chef Joe's Gourmet

Steve's Stone Crabs

Leaf Filter

New Leaf Chiropractic

Maria Bocanegra Hot Dogs

Monat



option A

MARKET

or  
option B

Vendor Booths must stay  
along the path to provide  
for ADA accessibility.

77<sup>th</sup> Avenue

CANAL

BATHROOMS

TABLE

Park Area

TABLE

FENCE

VEGGIE STANDS

VEGGIE STANDS

UP TO 65 VENDORS

PARKING

PARKING

PARKING

HANDICAP PARKING

HANDICAP PARKING

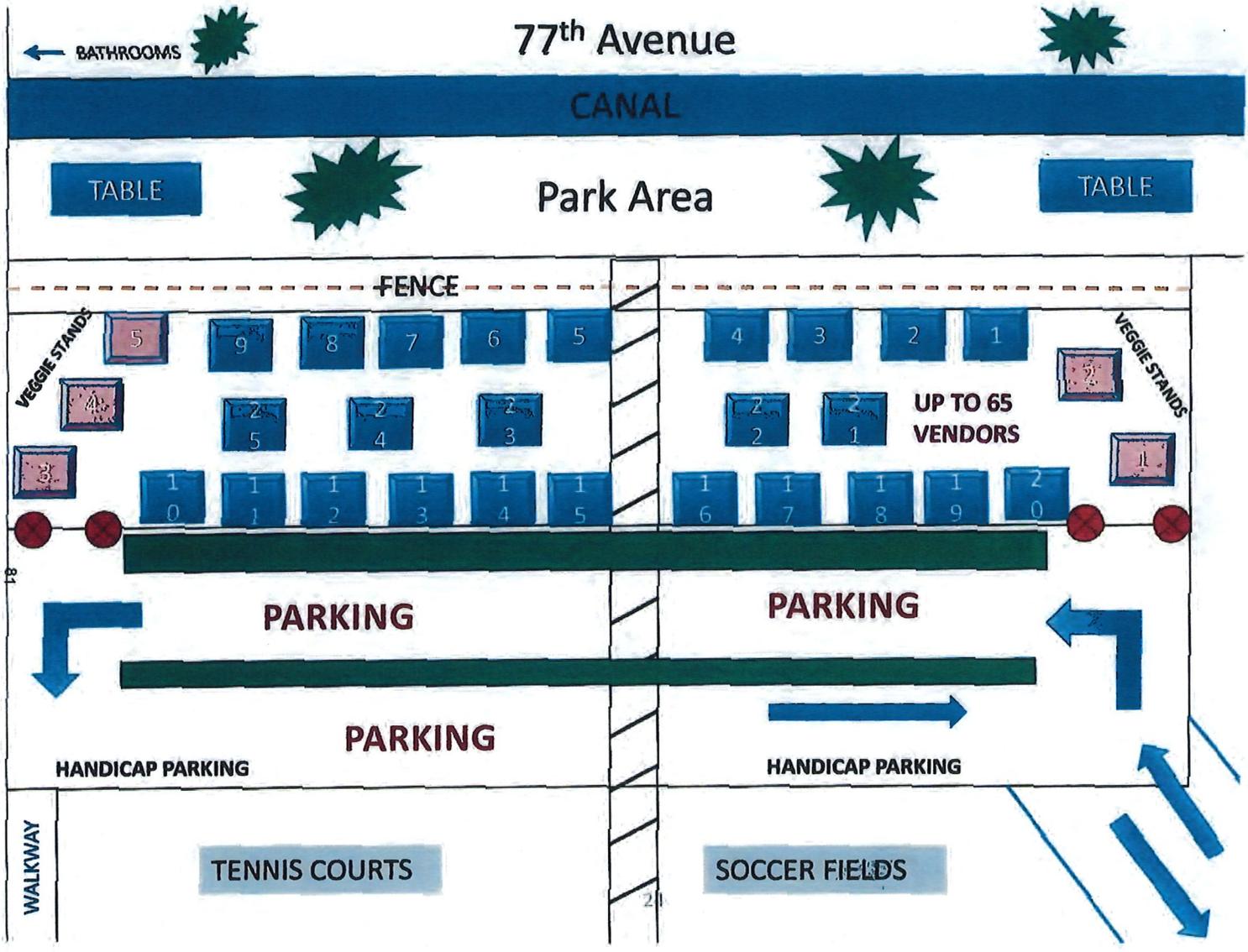
TENNIS COURTS

SOCCER FIELDS

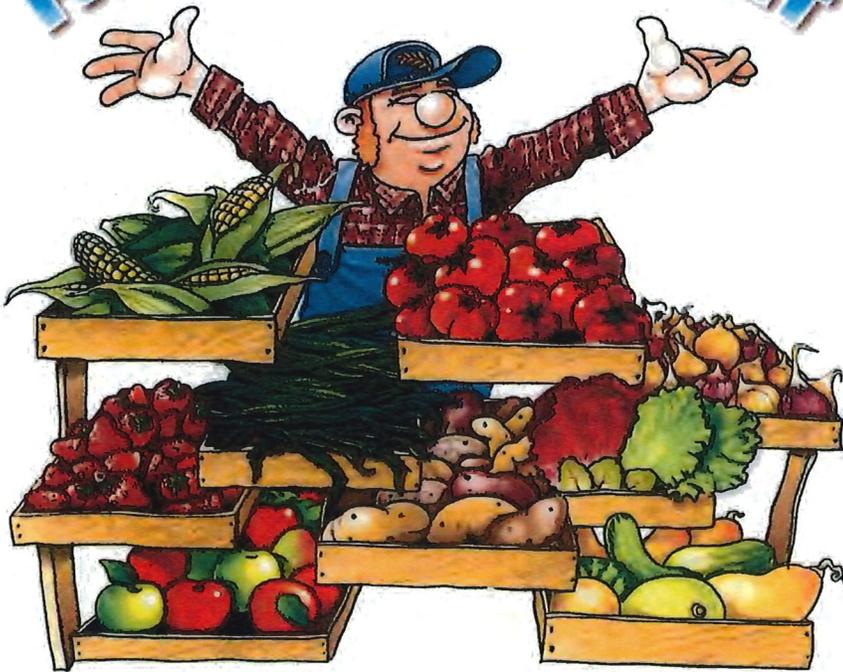
WALKWAY

18

21



# ENJOY YOUR FARMERS' MARKET



## EVERY SUNDAY PALMETTO BAY FARMERS MARKET

Supporting local farmers, gardeners, artisans  
and food related entrepreneurs.



Featuring fresh local  
produce & eggs  
local honey  
fresh breads & pastries  
hand made soaps  
artisan granola - plants  
orchids - BBQ  
kettle corn - lemonade  
grass-fed beef  
jams & jellies - sauces  
hand-crafted jerky  
Conch fritters - olive oils  
pickles - pastas - candles  
cut flowers  
fresh seafood  
*Just to name a few!!*

VENDORS  
WELCOME

Call

**305-431-8220**

or email

[pbfarmersmkt@bellsouth.net](mailto:pbfarmersmkt@bellsouth.net)

CORAL REEF PARK  
7895 S.W. 152nd Street  
Palmetto Bay, FL 33157

SUNDAYS  
8:30 AM – 2:30 PM



**i.amme\_movement** • Follow

Coral Reef Park



02/23/20

# YOGA IN THE PARK

9:30am : Coral Reef Park : Donation Based  
77 ave entrance



34 likes

**i.amme\_movement** Yoga in the park this Sunday with [@melanie\\_rae\\_perez](#) and after pass by the [@pbfarmersmarket](#) for some goodies.

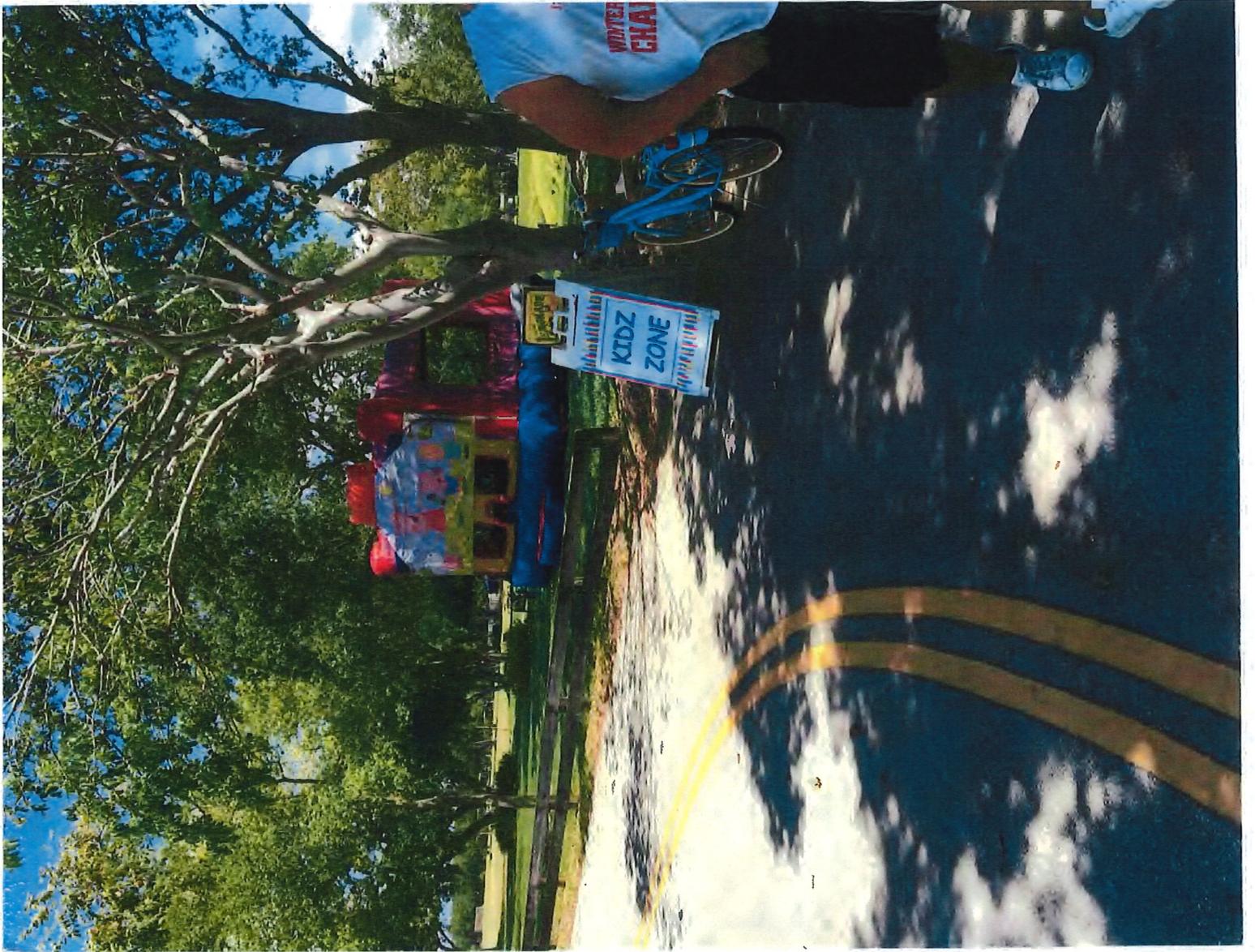
[i.amme\\_movement](#) [#yoga](#) [#yogi](#) [#Miami](#) [#miamiyoga](#) [#kendall](#) [#pinecrest](#) [#palmettobay](#)  
[#coralgables](#) [#brickell](#) [#miamibeach](#) [#northmiami](#) [#fitness...](#) [more](#)

[melanie\\_rae\\_perez](#) ✨ ✨ ✨ ✨

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[LANGUAGE](#)

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**FARMERS  
MARKET  
TODAY**



U  
1

**Scott Miller**  
**Farmer's Markets of South Florida Inc.**  
9400 SW 73<sup>rd</sup> Avenue  
Miami , Fl 33156  
305-778-7921  
Slm9400@aol.com

February 8, 2020

For thirty two years (32) I owned and managed The Opa Locka- Hialeah Flea market located on forty -two acres . In 2017, I sold my interest in the business.

For the past three years, I have been consulting with various flea markets and farmer's markets in Dade county. In addition, I am a a professional local tour guide with an international company.

**Within the large, thriving flea market, was a 60,000 sq foot farmer's market**, consisting of locally grown fresh fruit and vegetables, beans, rice and spices. The surrounding residents visited this market for their produce needs, on a regular basis year round.

My annual rent for the total property, which included the farmer's market, was \$3 million dollars, annually in 2016.

Some of my owner/management responsibilities included acquisition of new merchants, overseeing advertising and promotions including social media, , hiring of employees to carry out all aspects of maintenance and upkeep of the property. I was responsible for budgeting and accounting. I complied with all city, county and state regulations  
The market operated 7 days a week from 6 am to 6 pm year round.

I employed 25 employees 800 merchants, **75 of which were farmers market merchants**. Everyone was treated with respect and kindness . Many merchants remained for the entire 30 plus years under my management.

In the time I operated the market, I supported local activities in the community, including but not limited to hosting the elderly at dinner for Thanksgiving, sponsoring local sports teams, and weekly donations of fruits and vegetables to Ronald McDonald House, Camillus House and Lighthouse for the Blind. A street abutting the Flea Market, the 42/37 connector, has my name placed on it to recognize my contributions to the surrounding communities.

**My mantra has always been to be successful , one must also be kind.**

If my bid is accepted to operate the Palmetto Bay Farmer's Market at Coral Reef Park , my goal would be to grow the local market in several ways. One would be to recruit more merchants of varied merchandise. I currently have the contact information for over one hundred and fifty merchants from various farmer's markets in the Miami area. I also am in possession of 20,000 e mail addresses in Miami , to help promote the Palmetto Bay Farmers Market to local Dade County residents . I will take full advantage of the Palmetto Bay Newsletter to advertise the Palmetto Bay Farmer's Market at Coral Reef Park . There will be a FB page and Instagram page dedicated to the market, as well.

In addition, I would plan to meet with each existing merchant, to assure them of an ongoing Farmer's Market, and to welcome them. I will also address any concerns they might have.

If permitted, I will endeavor to have some special events to attract attention to the market, working closely with the Parks Dept of Palmetto Bay.

Regarding the edible food vending requirements, I will diligently follow all city, county and state requirements, and have a copy of the edible food merchant's licenses for inspection by the city. This is a method I used in my previous business to keep up to date on my merchant's licenses.

I would also consider moving the market closer to the nearest pathway , where there are many activities taking place in the park on Saturdays. ( with merchants parking at the church. I will plan to shuttle the merchants by way of golf cart back to the property once they have unloaded their goods and parked their cars. ) . I understand that there may be temporary construction issues that will prohibit carrying out a final optimum location, initially. This may warrant the market remaining where it is for a finite amount of time on Sundays, until we are able to successfully relocate it to the path closest to the Saturday activities. My experience dictates that the optimum time and days to operate are when the park is at its busiest. Because the market has not been thriving to its potential, this seems to be the logical way to bring attention to it.

It would be my pleasure to enliven and grow the Palmetto Bay Farmer's Market, at Coral Reef Park, using my many years of experience. I will maintain a welcoming, pleasant and kind atmosphere. I will be totally devoted to its success.

Attached are letters of recommendation from several sources. One is a former city commissioner from Opa Locka who was familiar with the growth of the Flea Market. One is from a longtime former employee who now is a professional in Human Resources at the Dade County School Board. The third is from a longtime supplier to my former business . There are also 2 letters from merchants who had multiple spaces in the Flea Market for many years and witnessed its growth under my management.

If accepted, I am proposing monthly rent will be:  
Year one,\$1000  
Year two, \$1400

Respectfully submitted,

Scott Miller

otherwise private correspondence.

If you have received this message in error, please notify the sender immediately and delete the original.

Any other use or distribution of this information is strictly prohibited.



To Whom It May Concern:

Please be advised that Scott Miller AKA Farmers Markets of South Florida Inc will be able to obtain the required coverages and will be able to name the city of Palmetto Bay as an additional insured upon being awarded the willing bid for Palmetto Bay Farmers Market.

Thank you,

A handwritten signature in black ink, appearing to read "Jason Eliopoulos", is written over the typed name.

Jason Eliopoulos, MBA, AAI-M

904-899-1092

[jason.eliopoulos@ioausa.com](mailto:jason.eliopoulos@ioausa.com)

# *State of Florida*

## *Department of State*

I certify from the records of this office that FARMERS MARKETS OF SOUTH FLORIDA INC is a corporation organized under the laws of the State of Florida, filed on April 4, 2019, effective March 31, 2019.

The document number of this corporation is P19000030632.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 20, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighteenth day of February,  
2020*



*Randy R. ...*  
**Secretary of State**

Tracking Number: 3632132558CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## Detail by Entity Name

Florida Profit Corporation

FARMERS MARKETS OF SOUTH FLORIDA INC

### Filing Information

<b>Document Number</b>	P19000030632
<b>FEI/EIN Number</b>	APPLIED FOR
<b>Date Filed</b>	04/04/2019
<b>Effective Date</b>	03/31/2019
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

9400 SW 73 AVE  
MIAMI FL, FL 33156

### Mailing Address

PO BOX 431310  
MIAMI FL, FL 33243

### Registered Agent Name & Address

MILLER, SCOTT  
9400 SW 73 AVE  
MIAMI FL, FL 33156

### Officer/Director Detail

#### **Name & Address**

Title P

MILLER, SCOTT  
9400 SW 73 AVE  
MIAMI FL, FL 33156

### Annual Reports

Date of this notice: 02-05-2020

Employer Identification Number:  
84-4594223

Form: SS-4

Number of this notice: CP 575 A

FARMERS MARKET OF SOUTH FLORIDA INC  
% SCOTT MILLER  
PO BOX 431310  
MIAMI, FL 33243

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4594223. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



Acknowledgement of

Addendum of Solicitation

Amendment/Modification No.: 2

Amendment of RFP# No.: 1920-12-005

Title of RFP: Village of Palmetto Bay – Farmers' Market

Name of Bidder FARMERS MARKET OF SOUTH FLORIDA LLC

Date Addendum Received 2/19/20

Total Pages of Addendum including Acknowledgement 3

[Signature]  
Signature

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



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February 19, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Proposal RFP# 1920-12-005  
Village of Palmetto Bay – Farmer’s Market

**ADDENDUM NO. 2 (Final)**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated February 24<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Question: Would you be able to email me the picture of the proposed pathways that you displayed at the meeting? I thought I saw a picture in the packet, but I cannot seem to find now.**

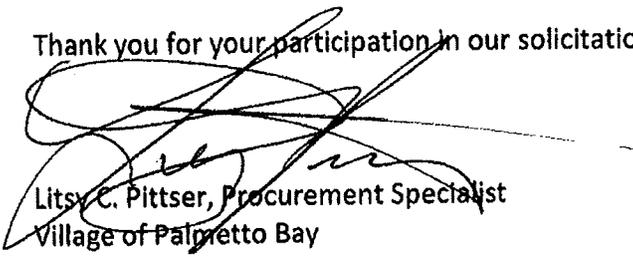
**Village-Answer: Attach to this addendum you will see (2) .pdf files, one that shows the suggested locations for the farmers market and the other is the future locations of the pathways.**

**Question: On the financial statement requirement, since the corporate entity has no assets, since my home is free and clear and I married for 49 yrs., I assume then I am making a financial statement for my wife and myself.**

**Village-Answer: Yes, it would be your personal financial statement.**

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

Thank you for your participation in our solicitation process.

A handwritten signature in black ink, appearing to read 'Litsy C. Pittser', is written over the text below. The signature is stylized and somewhat illegible due to overlapping loops and lines.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



**Acknowledgement of**

**Addendum of Solicitation**

**Amendment/Modification No.: 1**

**Amendment of RFP# No.: 1920-12-005**

**Title of RFP: Village of Palmetto Bay – Farmers' Market**

Name of Bidder FARMERS MARKET of S. Fla. Inc

Date Addendum Received 02/14/20

Total Pages of Addendum including Acknowledgement 6

Signature [Handwritten Signature]

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



February 12, 2020

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, Florida 33157

Re: Request for Proposal RFP# 1920-12-005  
Village of Palmetto Bay – Farmer's Market

**ADDENDUM NO. 1**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated February 24<sup>th</sup>, 2020, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Non-Mandatory Pre-Bid Meeting on February 11<sup>th</sup>, 2020**

The meeting started at 10:07am in the chambers of Village Hall. The Village representatives were: Fanny Carmona, Director of Parks and Recreation and Litsy C. Pittser, Procurement Specialist. The Procurement Specialist went through the schedule of events and answered questions relating to the preparation of the bid, after that the meeting was open to related scope of services questions.

**Question:** Regarding the sheet that you want references, in this particular intense where you are the operator and you have had vendors, it looks as though you are providing the service but what your providing is the space.

**Village-Answer:** *The references that the Village is requiring are references in relation to the management and operations of a farmers' market with other public or private entities that your Company controls.*

**Question:** Is there a start date to this contract?

**Village-Answer:** *The current contract ends May 23<sup>rd</sup> of 2020, the recommendation to Council on the awarded proposer will be scheduled for the April 6<sup>th</sup> Council meeting. So, we will not have any gaps, the contract will start after the May 23<sup>rd</sup>. date.*

**Question:** on Section 2.0 where it says your hiring your farmers market vendors, its confusing can you elaborate.

**Village-Answer:** *To clarify, the awarded Proposer will be recruiting the vendors, the Village's position is to provide the space to conduct the farmers' market. The Proposer will be responsible that the vendors abide by the rules and regulations stated by the Village.*

**Question:** **The License that is required is from the City, that's just something that we would apply for to have. So, this is basically the local business tax.**

**Village-Answer:** *The Proposer will need to apply once awarded, the local business tax.*

**Question:** **Food Trucks or someone preparing food or pre-packaged food?**

**Village-Answer:** *With regards to the food trucks, it seems that the areas that we are proposing to site the farmers' market, the trucks will not be able to set up there. As to foods, any pre-packaged or prepared foods can be sold i.e. kettle corn, cookies etc...*

**Question:** **So, is the Village proposing to move the area of the farmers' market where it is right now to another location?**

**Village-Answer:** *Yes, we would like to free up the parking lot and in May, the Village will be expanding the pathways around the baseball fields and other areas. The Village will work with awarded Proposer to identify the best place to conduct the farmers' market.*

**Question:** **The reasoning for putting the farmers' market at its current location was the idea of damage to the grass area.**

**Village-Answer:** *To minimize damage there are several things that can be done, using hand trucks or with the assistance of our park personnel loading the items onto our gator to help move some of the stuff.*

**Question:** **After looking at the proposed parking area, will the excess cars be allowed to park on the swales.**

**Village-Answer:** *If the cars are blocking the sidewalks, they will get a ticket. Across the street is permitted.*

**Question:** **In the proposal it says weekend. Is Saturday or Sunday up for grabs?**

**Village-Answer:** *Yes*

**Question:** **Is there anywhere that electricity can have access to? Right now, there is no electricity in the parking lot.**

**Village-Answer:** *There is no electricity anywhere around here only near the gazebo.*

**Question:** **What is the liability? Is it still 2 million?**

**Village-Answer:** *The comprehensive general liability is at 1 million per occurrence and 2 million aggregate.*

**Village-Statement:** *Whatever site that you propose, make sure that it is ADA compliant. So, the reason why we are suggesting along the path is so anyone with a wheelchair can wheel themselves along the path and be able to see the merchandise. Tables should be flushed against the curb of the path.*

**Question:** So, if you start in one area and at one point need to move, because construction starts does anything need to be re-submitted.

**Village-Answer:** *No, any changes that may occur the Proposer will work directly with the Director of Parks and Recreation, Fanny Carmona to agree and accept the re-location.*

**Village-Statement:** *The Village also sponsors some marketing for the farmers' market. The Village advertises through the website, price calendar, social media, Village weekly news email blast, flyers on the parks bulletin boards. Signage will need prior approvals and Proposer needs to abide by the signage ordinance we have in place.*

**Question:** When you say there is an ordinance for Styrofoam cups and plastic straws are there any for plastic bags?

**Village-Answer:** *There is no ordinance for plastic bags.*

**Question:** Is a corporate seal necessary.

**Village-Answer:** *Corporate seals are not dry; therefore, the Village can waive this requirement, but all the required submittal forms that address a notary's signature is required.*

**Question:** Pg 18. of the RFP, the vendor will fill in the proposal sheet and submit with the proposal. Cannot locate the proposal sheet.

**Village-Answer:** *After checking, proposal sheet was found. It is in the RFP solicitation page 55 under Exhibit "1".*

**Question:** On pg 20. of the RFP it says submit a sub-vendor list. Please explain.

**Village-Answer:** *The type of proposal that you will provide deems page 20 non-applicable. The Village will sign a contract with the Proposer for the management and operations of a farmers' market. There will be no re-assignment of the contract to another company.*

**Question:** Must we need to use the reference forms for references?

**Village-Answer:** *No, as long as we have the contact information of the source providing the reference, the type of service conducted, and the years' your Company has been in a business relationship with said reference.*

**Question:** Are we required to pull an event permit with the Village?

**Village-Answer:** *No, event permit required, the awarded Proposer will be under a contract with the Village. But, signage for banners etc... shall need to be pulled. Please see our website for signage ordinance. Banners will be one per site.*

**Question:** Is traffic control an in-kind service?

**Village-Answer:** *No, since the inception of our farmers' market we have not been in a position to require traffic personnel to be assigned for traffic control. If the Farmers' Market is extremely successful and warrants traffic control, I would be confident to say that it would be the responsibility of the Proposer. The Parks has an*

*ordinance for special events that if there are more than 75 people in attendance, the event planner will need to hire (2) off duty police officers. If Palmetto Bay has an event at Coral Reef Park during the farmers' market, the Village will be responsible for the off-duty police officers.*

**Question: Can we receive the current contract, and can it be submitted via email.**

*Village-Answer: Yes, upon request the current contract will be transmitted via email.*

**Question: Any marketing paid by us will it need to be approved by the Village?**

*Village-Answer: Approval of any marketing should be approved by the Village before it goes public.*

**Question: On the topic of ordinances any other ordinances aside from Styrofoam and straws is there anything else we should know.**

*Village-Answer: The Village is working on plastic bags in the future and the signage ordinance which is in place and can be read on our website under Parks and Recreation.*

**Question: Is there no dogs allowed in the park?**

*Village-Answer: No dogs are allowed.*

**Question: Is there smoking or vaping allowed?**

*Village-Answer: No smoking or vaping allowed.*

**Question: Are generators permitted?**

*Village-Answer: Yes, generators are permitted.*

**Question: What is the earliest time a vendor can set up?**

*Village-Answer: 7:00am will be the earliest time for vendor set-up. If the gates are closed, staff is on site to open the gates.*

**Question: At what time the vendors need to be off premises?**

*Village-Answer: Park closes at sunset, that would be your cut-off time.*

**Question: Going back to wear and tear of the grass area during the farmers' market, I just wanted to know that we would not be held liable if there is damage to the grass.**

*Village-Answer: The only requirement that the Village has is that the canopies be tied down with sandbags or water buckets. The only people in the grassy areas will be the vendors all the park patrons will be utilizing the pathway trails.*

**Question: Where are your vendors parking now?**

*Village-Answer: They are parking in the parking lot that is in between the elementary school and the park.*

**Question: Does the church accommodate the vendors at all?**

**Village-Answer:** *Not on Sundays. If the farmers' market was held on Saturday, they could park there.*

**Question: Is there a dumpster that we can use on sight?**

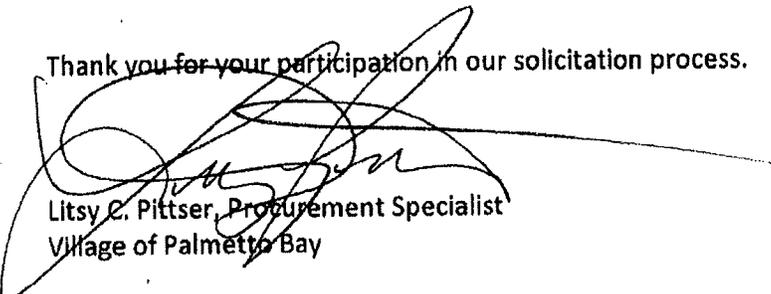
**Village-Answer:** *The Village has a park dumpster but for purposes of the farmers' market the vendors will need to haul their trash out and leave no trace.*

**Question: But, if the patrons make trash on the premise, will you accommodate trash cans?**

**Village-Answer:** *Yes, the Village has trash cans throughout the park. And, if staff sees the need to add more trash cans in more traffic areas, they will accommodate that.*

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

Thank you for your participation in our solicitation process.

  
Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay



5.2

FARMERS MARKET

APPLICATION & AGREEMENT

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Name: \_\_\_\_\_

State of Florida Sales Tax #: \_\_\_\_\_ (Copy Must Accompany Application)

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Merchandise to be sold: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree to sell only such items which are listed on the application. I swear that all information is correct and complete. I hereby affirm that I have read the regulations and policies as outlined and agree to abide by all rules established for the operation of the market. I further acknowledge that I am an independent contractor and take full responsibility for all activities conducted and agree to hold harmless and indemnify The Village of Palmetto Bay from any and all liability arising from participation and sales in the market.

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Approved: \_\_\_\_\_

Note: Violation or falsification of any of the conditions set forth in this legal agreement will result in the immediate and permanent loss of permission to sell any product at any market sponsored by The Village of Palmetto Bay.

## VENDOR APPLICATION

Vendors need to have their completed applications submitted via email or via mail by the Monday prior to market day.

A vendor application must be completed yearly. Application must be complete in all details and received by the application deadline accompanied by a minimum of one (1) non-returnable photo of the vendor tent/product.

Market Manager will evaluate and give preference to all completed applications based on the following:

- Local, county or state Grower or Food Processor
- Quality of items
- Overall appearance of the vendor tent

## VENDOR GENERAL LIABILITY INSURANCE

Vendors need to carry their own liability insurance that covers property damage, personal injury and product liability in the amount of \$1,000,000, naming the Village of Palmetto Bay as additionally insured. Certificate of Liability must accompany the vendor application.

## VENDOR LICENSING & PERMIT REQUIREMENTS

Vendors are required to supply copies of applicable licenses and permits.

### Required:

- Occupational License
- Florida Annual Resale Certificate for Sales Tax
- Local County/City Business Tax Receipt (LBT)

### Where Applicable:

- Certified Grower Certificate issued by University of Florida County Extension in the County(s) where your farm is located.
  - Florida State Health Permit to sell prepared foods from a commercial, licensed kitchen.
  - FDACS Permit-Florida Department of Agriculture – food permit for packaged, bakery, or seafood products.
  - DBPR License -- Department of Business & Professional Regulations -- for food on site.
  - Indicate Cottage Law if applicable.
- 
- Please note that all required permits/licenses must be in place prior to the first Sunday of the Palmetto Bay Farmers Market.
  - Food vendors will not be permitted to open for business without all required permits/licenses.
  - Vendors are responsible for collecting their own sales tax.

## VENDOR ELIGIBILITY

Selling privileges at Palmetto Bay Farmers Market are extended to bona fide growers, farmers, artisans and small businesses in the South Florida area.

The Market Management will determine the exact number of vendors per category. There is no exclusivity; however, products of the same type will be limited. The goal is to maximize the variety of products and competition

in the market to provide customers with a diverse selection of products, prices and personalities while balancing the need for individual vendors to profit.

▪ **FARMER ELIGIBILITY**

To qualify as a farmer and owner of a crop the following must apply:

- a) **PRODUCE FARMER:** Grower who produces fresh fruits, vegetables, nuts, or herbs must own, rent, lease or sharecrop the land AND practice the agricultural arts, i.e., she/he must grow from seeds, transplants or cutting. Grower must be responsible for all production operations.
- b) **PLANT PRODUCER/NURSERYMAN:** Grower who produces ornamental plants from seeds, cuttings or plants must have purchased them as seedlings and have sole ownership. Producer must grow seedlings for at least 3 weeks and plants for 3 months on the grower's own premises before they can be offered for sale. The grower must be the one responsible for all production and operations.

If you qualify as a grower, you must have a **VALID GROWER'S PERMIT** issued by the Agricultural Extension office in the county where the crops are grown and listing the crops grown on the permit. You may sell only those products listed on your grower's permit.

▪ **NON-FARMER ELIGIBILITY**

All other vendors (non-farmers) can qualify if they meet the requirements outlined in this package and also meet the following product eligibility requirements as listed in Product Eligibility section.

▪ **NON-PROFIT VENDOR**

A maximum of one space each Sunday will be made available, on a rotating basis, for **NON-PROFIT** organizations to use as an educational opportunity. These are spaces for cultural arts, human service, environmental, educational, health, or other approved organizations. Non-profit status must be on record including 501 (c)(3) number. Non-profit applications are available upon request.

• **VENDOR CONDUCT**

Vendors must wear shirts and shoes at all times in market area.  
Vendors must always act professionally with customers. Market Management/staff and fellow vendors.  
Failure to do so will result in termination of vendor participation in the market.

**PRODUCT ELIGIBILITY**

**ONLY** those products from the following categories will be allowed for sale:

- **PRODUCE RESELLERS** – Resellers with Florida produce.
- **BAKERY, BEVERAGE, CONFECTIONARY** – FDACS permit required baked in approved facility. Breads (natural, sour dough, specialty, ethnic, flatbreads, etc.), pastries, cookies, pies, cakes, tortes, bagels, muffins, candy, sweets, etc. Coffees, smoothies, fresh squeezed vegetable juices and teas.
- **CAFÉ & RESTAURANT** – DBPR License required  
Breakfast/lunch/snack menu that is fresh, healthy, low fat and high quality. The menu will be presented each season for review and vendor selection.
- **DAIRY, MEAT, POULTRY, SEAFOOD** – FDACS permit required, approved source, country of origin labeling required by law  
Local and imported cheese, specialty butter, cheese spreads, yogurt, ice cream; fresh, smoked and cured meat and poultry products (grass-fed and organic preference), deli, sausages; fresh seafood, fish and shellfish (frozen with permission and justification), no cutting on site.
- **EXOTICS, FLOWERS, ORCHIDS, PLANTS, TREES** – FDACS Division of Plant Industry license  
Tropical and fruit trees, fresh-cut flowers showing no deterioration or age, potted plants, fresh herbs.
- **FARMERS & GROWERS** – FDACS permit may be required if packaged items sold  
Preference will be given to organic, local county and state growers. Grade A quality produce only, including fresh squeezed juices processed by farm.
- **GOURMET & PROCESSED FOOD** – FDACS permit required, manufactured in approved facility.  
Pasta, sauce, ethnic specialties, jam, jelly, relish, mustard, dressing, salsa, infused vinegar, oil, olives, grains, beans, nuts, dried fruit, etc.

- **ALL NATURAL & HOME DÉCOR**  
Products must be 100% all natural and handmade. Ie: Soy candles, soaps, oils, vases, bowls, etc.
- **NO SALES OF: ALCOHOLIC BEVERAGES, JEWELRY, CLOTHES**

Any vendor selling item(s) not listed here and not approved by Market Management must stop selling those item(s) immediately and/or can result in termination of vendor participation in the market. To add a product(s) during the season, please supply written notification to the Market Manager for review and approval **PRIOR TO SELLING**.


- Vendors are encouraged to use PET cups, biodegradable plates, utensils and food containers.
- There will be no Styrofoam products used or sold.
- Vendors are encouraged to use paper or biodegradable bags.
- All health regulation codes are to be adhered to for food storage, display, handling and serving (gloves in food handling, hats and hand washing supplies, food covered, and food products off the ground, etc.)
- Gloves and tongs **MUST** be used at all times for food handling.
- Hot items must be held above 135 degrees at all times.
- All unlabeled products need an ingredient listing available, if requested, e.g., bakery items.
- All products for human consumption must be covered, protected by a sneeze guard or wrapped as required by FDACS.

\_\_\_\_\_  
Signature

## VENDOR AREA

- Vendors will be assigned a vendor space for the season. However, vendors may be subject to relocation. The Market Management will make every effort to keep all vendors at their assigned locations throughout the season. **ANY VENDOR MAY BE RELOCATED AT THE DISCRETION OF THE MARKET MANAGEMENT.**
- No subletting or sharing of space/tent is permitted.
- It is the vendor's responsibility to supply all tents (Preferably a WHITE TENT and tent weights are mandatory – minimum of four 20 lb. weights), tables, table-skirts, scales, display materials, at least one garbage can, garbage can liners, electrical cords, cash floats, etc.
- If it is determined by The Market Management that a vendor's display is detracting from the overall site presentation, a change or improvement will be required.
- Vendor's products and set-up must not be placed beyond tent space boundaries.
- Handwritten signs are not allowed.
- Products must have prices posted.
- Table coverings must reach the ground.
- Vendors are responsible for removal of all trash related to their tent.
- Vendors are not to use public trashcans.
- Scales for weighing must meet the standard of the Florida Department of Agriculture and Consumer Services, and be certified by FDACS Weights and Measures.
- All business transactions must take place within your tent space.
- Smoking is not allowed under tent or in market area.
- Alcoholic beverages or illegal drug consumption is not allowed in market/parking areas.

Please describe your setup: (tent, cart, umbrella, or other). Submit (1) non-returnable photograph.

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Signature \_\_\_\_\_

## ELECTRICITY

Electrical outlets are not available. Generators are permitted if you need power for your space, however, all generators must be of the SILENT type.

## SET-UP/BREAKDOWN/CLEAN-UP

- SET-UP begins at 6:00 am
- Vehicles must be removed from market area by 7:30 am and parked.
- Every vendor **MUST** be completely set-up by 7:45 am
- BREAKDOWN starts at 2:00 pm
- Vendor must remain in vendor's tent until 2:00 pm, even if vendor sells out. Breakdown before 2:00 pm will result in termination of vendor participation in the market.
- Vehicles will not be allowed to enter market area for loading until 2:15 pm.
- Vendors **MUST** be broken down by 3:00 pm.
- CLEAN-UP – All items brought by vendor must be removed by vendor. All debris, boxes, vegetables, food, flower trimmings, or other materials must be cleaned up and removed from the market site. NO produce, food, trash, etc., may be disposed of on site.
- Cleaning charges will be charged back to the vendor. Failure to comply with any of these clean-up policies will result in a \$20.00 fine per instance in addition to any cleaning fees, which must be paid before the next Sunday. Multiple fines will result in termination of vendor participation in the market.

## CANCELLATION POLICY

- Market will open rain or shine. Discount or refund based on weather or market attendance will be determined by the Market Manager.
- The Market Management reserves the right to cancel any market due to tropical storms or hurricanes.
- All vendors must notify the Market Manager by Friday at 9:00 am (phone call/voice mail/email message is required) if vendor will not be able to attend that Sunday's market.
- Failure to provide notice of absence for two Sundays will result in loss of space, loss of fees paid in advance and possible termination of future participation.
- If a vendor cannot attend a market for which a payment has been made, and cancellation has been made 48 hours in advance, the Market Manager will transfer paid market fees to the next market date. Fees will be forfeited if cancellation is not made 48 hours in advance.
- **NO REIMBURSEMENT** will be made for fees paid if vendor decides to no longer participate in the market or whose participation in the market has resulted in termination.

Signature \_\_\_\_\_

### Inclement Weather/Lightning Policy

*In the event of inclement weather, park staff should inform all guests of the impending risk and suggest they take cover. Multi-purpose fields, playgrounds, basketball courts, batting cages, tennis courts and any other open area can and will be altered to maintain safety of park patrons and staff. If there is lightning in the area, staff shall follow the 30-30 rule stating if lightning is detected and thunder is heard 30 seconds or less, all activities will be suspended. If there is no thunder 30 minutes after last thunder is heard, all venues at risk will re-open. Any park patrons in open areas will be notified of risk and will be encouraged to take cover. Staff will monitor radars and weather bulleting to assist in assessing risk to patrons and co-workers and in making the call to re-open at risk.*

**VEHICLE REGULATIONS**

- Vehicles must be removed from market area after unloading by 7:45 am and parked in vendor parking.
- Vehicles will not be allowed to enter market area for loading until 2:15 pm
- Danger to patrons and vendors will result in termination of vendor participation in the market.  
**NO EXCEPTIONS.**

List all vehicles (cars, trucks, trailers):

MAKE	MODEL	COLOR	TAG #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature \_\_\_\_\_

**VENDOR FEES**

- Vendor fees based on 10' x 10' space. Vendor fees to be determined for additional space requirements, seasonal and one-time vendors.
- Vendor fees are paid weekly. Full payment must be received by the Wednesday of each week or vendor will not be allowed to set up that Sunday.
- Vendors will be sent invoices for vendor fees by EMAIL.
- Fees may be paid in cash, check or credit card.
- Payment can be made as follows:
  - o On-line
  - o Mailed
  - o In person

Signature \_\_\_\_\_

I have read and understand the terms and conditions described in the Application/Contract & Policies document. I have also reviewed and signed each of the policies, indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards will result in immediate termination of vendor participation in the market

Signature \_\_\_\_\_

The Village of Palmetto Bay and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither the Village of Palmetto Bay nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. The Village of Palmetto Bay makes no warranty or representation that any application conforming to these requirements will be selected for consideration or approval. The Village of Palmetto Bay may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by The Village of Palmetto Bay in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of The Village of Palmetto Bay or its representatives.

The Applicant jointly and severally, hereby hold harmless, indemnify and defend the Village of Palmetto Bay, its representatives, board of directors, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Applicant or any of the participants as outlined in this application. This indemnification provision shall survive the termination of this contract and shall be in full force and effect beyond the term or termination of this contract, however, terminated.

Any vendor applicant who submits an application fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.

\_\_\_\_\_  
 Business Name Applicant's Name (Print)

\_\_\_\_\_  
 Signature of Authorized Agent or Applicant Date

Approval Signatures Required:

\_\_\_\_\_

<b>Internal Use Only</b>	
Date Received: _____	Date Application Approved: _____
Market Fee(s) _____	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Additional Conditions or Changes to Application:	
_____	
_____	
_____	
_____	
Applicant Signature: _____	Date: _____

## VENDOR GUIDELINES

**Definition of Vendor:** All persons selling in a market area. Merchants who own stores and or businesses and participate in a market are also considered vendors and must follow vendor guidelines.

**Market Fees:** Market fees must be paid in advance by the close of the day on the day of the Market. Fees can be paid in cash, check or credit card. This payment guarantees a reserved space in the Market. If a vendor cannot attend a market for which payment has been made, cancellation made 48 hours in advance will transfer paid funds to the next market date. Funds will be forfeited if cancellation is not made.

Vendors who do not pay in advance but choose to come and obtain an unreserved space will pay prior to set up and will be assigned a space on a first come first served basis determined by the number of spaces available.

**Markets Operate Rain or Shine:** If a vendor elects to set up for product sales, even if rain reduces sales, a fee will be charged. In the case of advanced payment, if a vendor questions whether a market will be set up due to rain, he should call the Market Manager to protect his funds.

**Vendor Spaces Are Assigned by the Market Manager:** Vendors are expected to attend each weekend. If a vendor misses two market days without notice, his assigned space will be forfeited and he will re-apply for a market space.

**Vendor Display Area:** Vendors furnish their own tents, umbrellas, tables, cloths, carts, chairs, displays, trash cans, brooms and trash bags. Market standards are 10'x10' tents (Insta-shade, EZUp), market umbrellas with stands and table skirts (Dade Towel – 305-751-1284). Market aesthetics are very important.

**Tents and Umbrellas:** Vendor's tents and umbrellas must be weighed down immediately after set-up. Immediately following set-up of tables, the table skirts must be installed.

**Vendors Are Allowed A 10'x 10' Space:** All tables must fit within the 10'x10' space.

**Vendor Behavior:** Vendors must dress appropriately with shirts on at all times. Alcoholic beverage consumption by vendors is not allowed.

**Vendor Clean-up:** Vendors are responsible for removal of all trash related to their stand. They are not to use the public trash cans. They are to remove trash from the street. Vendors are advised to bring their own trash receptacle and broom.

**Vendor Rental Procedure:** An appointment must be made with the Market Manager to review the guidelines. The Market application and agreement must be completed and signed. Upon acceptance vendor will be allowed to participate in the market.

**State Sales Tax and Food Handling Permits:** Vendors must provide a copy of all such licenses required prior to joining the market. In the case of a food handling license, vendors must provide regular renewals. If a vendor does not follow the state guidelines for food handling they must leave the market.

FARMERS MARKETS OF SOUTH FLORIDA INC  
PALMETTO BAY  
FARMERS MARKET  
2020-21-22 BUDGET

MAY 31 2020 THRU MAY 24 2021					MAY 31 2021 THRU MAY 24 2022				
INCOME					INCOME				
MERCHANT FEES	WEEKLY	WEEKS	ANNUAL		MERCHANT FEES	WEEKLY	WEEKS	ANNUAL	
BASED ON 30 MERCHANTS	\$1,200	52	\$62,400		BASED ON 50 MERCHANTS	2250	52	\$117,000	
AT \$40.00 PER WEEK					AT \$45.00 PER WEEK				
<b>TOTAL INCOME</b>	\$1,200		\$62,400		<b>TOTAL INCOME</b>	1200		\$117,000	
EXPENSE					EXPENSE				
MANAGER	\$300	52	\$15,600		MANAGER	300	52	\$15,600	
LIABILITY INSURANCE	\$30	52	\$1,560		LIABILITY INSURANCE	30	52	\$1,560	
START AND CLEAN UP CREW	\$150	52	\$7,800		START AND CLEAN UP CREW	200	52	\$10,400	
WASTE REMOVAL	\$100	52	\$5,200		WASTE REMOVAL	150	52	\$7,800	
SOCIAL MEDIA ADVERTISING	\$100	52	\$5,200		SOCIAL MEDIA ADVERTISING	200	52	\$10,400	
RENT TO PALMETTO BAY	\$240	52	\$12,480		RENT TO PALMETTO BAY	323	52	\$16,796	
SALES TAX	\$84	52	\$4,368		SALES TAX	157	52	\$8,164	
ACCOUNTING	\$38	52	\$1,976		ACCOUNTING	38	52	\$1,976	
<b>TOTAL EXPENSE</b>	\$ 1,042		\$54,184		<b>TOTAL EXPENSE</b>	\$ 1,398		\$72,696	
<b>NET PROFIT</b>			\$8,216		<b>NET PROFIT</b>			\$44,304	
MONTHLY RENT TO CITY OF PALMETTO BAY					MONTHLY RENT TO CITY OF PALMETTO BAY				
MAY 31 2020 THRU MAY 24 2021			1000		MAY 31 2021 THRU MAY 24 2022			1400	

### **REFERENCES**

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

**From: Ben Barlow pelcoben@aol.com**  
**Subject: Letter**  
**Date: Feb 17, 2020 at 6:48:27 AM**  
**To: SCOTT MILLER slm9400@aol.com**

---

**To: Fanny Carmona**  
**From: Ben Barlow**  
**Re: Farmers Market/Scott Miller**

**Dear Fanny,**

**Thank you for taking the time to read this as I wish to offer my complete 100% recommendation for Scott Miller and his organization for the operation of the farmers market. Scott will be a great asset to the Village. He has been both a professional and family friend for over 30 years.**

**My company, a local Palmetto Bay business, has been working with Scott hand and hand. He has always shown a great dedication to his business with his work ethic and interaction with his vendors at the flea market. His tireless dedication made his work extremely successful. I expect nothing but the same from him with the operation of the Farmers Market.**

**I have personally witnessed the growth of the Farmers Market area of the Opa Locka Flea Market, under his personal direction, from a small section of vendors to an entire area devoted to them. The growth of that area was up over 100 vendors.**

**Again I would like to offer my full and complete recommendation for our village to engage Mr. Miller with our farmers market.**

**Samuel C. Pongnon**

**ERP Team Leader, Organizational Management**

**1500 Biscayne Blvd. Suite 216 Miami, FL 33032**

**(305) 523-8912**

**[spongnon@dadeschools.net](mailto:spongnon@dadeschools.net)**

02/12/2020

Dear Scott,

It is with great pleasure that I write this letter recounting our experience through the years at the Opa-Locka Hialeah Flea Market. To sum up my tenure, it was one that served as the greatest learning experience of my life. It also came along with tremendous personal and professional growth.

I started working at the Flea Market during my junior year of high school. I literally convinced one of the managers to take a chance on me by convincing them that another manager had already promised me the job. After a couple of hours of back and forth between the two managers, they decided they can use someone, and I got the job. After that day, I spent the next 28 years of my life working at the Flea Market. During that time, I achieved multiple milestones. I obtained multiple degrees in education which culminated with a Specialist Degree. I became a Classroom Teacher, Teacher Trainer, Recruiter, and now a Human Capital Management Administrator with Miami Dade County Public Schools. A couple of years into my employment, I met my wife at the Flea Market. She is currently a dental hygienist; we have 3 beautiful children and remain committed to each other until this day.

It would not be fair to say that I would not have achieved these milestones without the Flea Market, however, it is impossible to spend 28 years in a place and not have those experiences shape you and mold you. The examples you and your wife set, impacted me and my family a great deal. Your value for education and personal achievement gave me and my wife a clear sense of purpose which led to our personal and professional achievements.

Under your leadership, Scott Miller, I watched the Flea Market grow from a very primitive but quaint operation to becoming the largest flea market in South Florida. You would always find a way to reinvent the Flea Market from ideas likes sectioning off and birthing a farmer's market to reallocating the tire vendors into their own sub section which created visibility, growth and prosperity. The farmer's market became the hallmark of the Flea Market. I remember how the Farmer's Market grew to over 100 merchants, selling a variety of items, such as: fruits, vegetables, spices, beans, rice,

honey, etc. More importantly, the market remained vibrant for years with very little turnover and zero vacancies. The buzz around the market was tremendous.

Before it became extremely fashionable for many to talk about assisting small businesses, minority businesses, veterans' businesses and women businesses, you were already doing your part to help small businesses to grow and prosper. Your contribution to economic prosperity has spanned over 3 decades. The platform you provided enabled anyone with the drive and determination to open their own business and become as prosperous as their work ethic and entrepreneurial spirit would allow. Opportunities usually don't come to fruition without a helping hand. You would often give them an opportunity to start with no money, a grant, to allow their business to come off the ground. As an employee, you would always remind me to say okay and find a way to assist our merchants with whatever they needed. You would often assist merchants that were going through a tough time. This created a family atmosphere and a sense of ownership by the merchants. This approach allowed the Flea Market to grow but not at the expense of becoming compassionless.

You always had your pulse on the cultural fabric of the community. I remember how you were always civically engaged with the city in order to contribute in making the city more prosperous. You gave me the opportunity to participate in many of these events as a representative of the Flea Market, but more importantly, it allowed me to grow.

As our journey with the Flea Market ended, you reminded me that other chapters and opportunities will be forthcoming and to just be ready. I have never met someone so uniquely qualified to bring people together in order to build something from nothing. I have full confidence that any endeavor you partake in will find nothing but success. You are a leader and have always maximized the talents of the personnel on your team. Best wishes and success now and in the future.

Sincerely,

A handwritten signature in cursive script that reads "Samuel Pongnon". The signature is written in black ink and is positioned below the word "Sincerely,".

Samuel Pongnon

February 17 ,2020

To whom it may concern:

This letter is regarding the support of Mr. Scott Miller about trying to get the approval of the Farmers Market at palmetto Bay location.

I, Zack Abdine not just as a friend but also as a someone who knows him from beginning of doing business in the Flea Market as of the beginning of the year of 1996/2017 I could Tell of all the contributions and the efforts and the support according when it comes to listen to our needs as merchants through out all the years of being a owner of more than 10 location in the flea market.

I have personally Knows Him i remember in 1996 the farmers market was much smaller and grew to about 60 merchants when Scott left the flea market in 2017 with just about a full house

He managed the farmers market as well the flea market

He spent a lot of time to make sure that the farmirs market area was clean and that all merchants had all their licenses.

for years and I'm aware that He can do good

changes in the field of management when it comes to big operation like the Opa Locka Flea Market just like when thousands of customers will come for the good products prices.that he was able to provide to the Opa Locka customers for years

As a previous old tenant at The Flea Market of Opa Locka I'm sure it would be Natural from Him to provide fresh vegetables and fruits and good services and also whatever else its necessary to provide another

community positive experience . I will always support His efforts and I hope He gets this opportunity to make positive changes to a lot merchants and customers.

If you need any further assistance you can contact at me at

305-685-5359/email:w.kingdom@hotmail.com

Zack abdine.

Sheldon Russo  
12705 Nw 42 ave  
Opa locka Fl 33054  
russo\_sheldon@hotmail.com  
Cell 9543831426

To whom it may concern:

I have known Scott Miller for about 15 years in his position as owner and manager at the Opa Locka Hialeah flea market. He was always all over the property all the time keeping all of us inline. I started to rent one restaurant in the middle of the flea and with Mr Millers advertising and promotions as well as all social media, I was able to open another 6 locations in the flea market.

He made sure that his crew kept the flea market clean and orderly  
And the flea market was very diligent about the restaurants and farmers market merchants keeping up with their licenses and permits up to date.

As the farmers market grew to about 60 merchants  
That area of the flea became the heart of the flea market  
And I was then renting several different stores in that area to fill the demand of customers  
I don't know how large that area was but big and are still running today.

I understand that this letter will be in support of his application for the farmers market in Palmetto Bay

His 30 years of operating the Opa Locka Hialeah flea market makes him an ideal and more than qualified candidate to make the farmers market grow and prosper. If you have any questions or concerns please feel free to contact me directly at 954-383-1426. Thank you



Sheldon Russo

# Timothy Holmes

275 Seaman Avenue, Opa-locka, FL 33054  
786-412-3785

February 14, 2020

## Re: Reference Letter for Bid Proposal

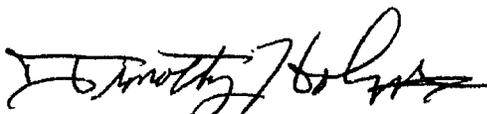
Dear Scott Miller,

This letter is being sent in reference to your attempt to open a Farmers Market in the City of Palmetto Bay at the Coral Reef Park. I have personally known you for many years and am well aware of the contributions you have provided to the City of Opa-locka in the over twenty years I was a Commissioner. Whether it be through contributions to the Opa-locka Hurricanes Football optimist club or the monthly bingo event for the community, your generosity did not go unnoticed. This was not limited to just donations as you made it possible for many residents to gain employment by hiring them at the Opa-locka Hialeah Flea Market. Being that there was a Farmers Market at the flea market to provide produce to thousands of customers every week at a reasonable price; it would be natural for you to provide healthy fruits, vegetables and foods in a another community where it is needed.

A Farmers Market is an excellent way to provide nutrition in neighborhoods in a cost effective manner. The City holds several food distribution programs monthly at a great benefit to the residents who get access to healthy food items. I support your efforts and hope that you will prevail in this endeavor and in all of your future endeavors.

If you need additional information, feel free to contact me at 786-412-3785.

Sincerely,



Timothy Holmes

1<sup>st</sup> Reading: 10/22/2008  
2<sup>nd</sup> Reading: 12/10/2008  
Public Hearing: 12/10/2008  
Adopted: 12/10/2008  
Effective Date: 12/20/2008

**ORDINANCE NO. 08-27**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DUAL DESIGNATION OF THE 37<sup>TH</sup> AVENUE CONNECTOR / NW 135<sup>TH</sup> STREET TO NW 119<sup>TH</sup> STREET AS "SCOTT MILLER STREET"; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in recognition of Scott Miller's contributions to the City of Opa-locka ("City"), Commissioner Timothy Holmes proposed that the 37<sup>th</sup> Avenue Connector / NW 135<sup>th</sup> Street to NW 119<sup>th</sup> Street be dual-designated as "Scott Miller Street"; and

**WHEREAS**, in accordance with Chapter 19, Article III, Sections 19-28 and 19-29 of the Opa-locka Code of Ordinances, the Beautification, Environmental Control and Streetnaming Board has reviewed the proposed street name change and made a recommendation to the City Commission of the City of Opa-locka ("City Commission"); and

**WHEREAS**, the City Commission provided notice of a public hearing to be held on 12/10/08 to consider the dual-designation of the 37<sup>th</sup> Avenue Connector; and

**WHEREAS**, after hearing public comments on the matter, the City Commission has considered the recommendation to dual-designate the 37<sup>th</sup> Avenue Connector / NW 135<sup>th</sup> Street to NW 119<sup>th</sup> Street as "Scott Miller Street".

**THE COMMISSION OF THE CITY OF OPA-LOCKA HEREBY ORDAINS:**

**Section 1.** The recitals to the preamble herein are incorporated by reference.

Ordinance No. 08-27

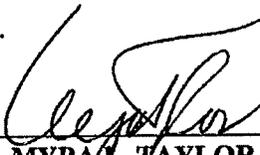
**Section 2.** The City Commission of the City of Opa-locka hereby approves the dual-designation of the 37<sup>th</sup> Avenue Connector / NW 135<sup>th</sup> Street to NW 119<sup>th</sup> Street as "Scott Miller Street" and directs the City Manager to take all necessary actions to carry-out the intent and objectives of this Ordinance.

**Section 3.** All ordinances or Code provisions in conflict herewith are hereby repealed.

**Section 4.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 5.** This Ordinance shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

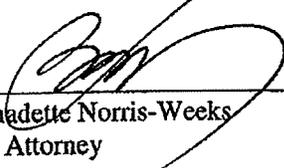
PASSED AND ADOPTED this 10<sup>th</sup> day of December, 2008.

  
\_\_\_\_\_  
MYRA L. TAYLOR  
VICE-MAYOR

Attest:

  
\_\_\_\_\_  
Deborah S. Irby  
City Clerk

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Burnadette Norris-Weeks  
City Attorney

Ordinance No. 08-27

Moved by:	<u>JOHNSON</u>
Seconded by:	<u>HOLMES</u>
Commission Vote:	<u>3-1</u>
Commissioner Tydus:	<u>NO</u>
Commissioner Holmes:	<u>YES</u>
Commissioner Johnson:	<u>YES</u>
Vice-Mayor Taylor:	<u>YES</u>
Mayor Kelley:	<u>NOT PRESENT</u>

Ad Number: 825655901  
 Insertion Number: 825655901  
 Size: 3X5.5  
 Color Type: B&W

Client Name: CITY OF OPA-LOCKA  
 Advertiser: NBR NCINC23/Dade  
 Section/Page/Zone: NBR NCINC23/Dade  
 Description:

**NEIGHBORS CALENDAR**

\* CALENDAR, FROM 22

**CLUBS/MEETINGS**

**Alzheimer's Support Group:** City of North Miami Beach Parks and Recreation Department invites adults for monthly meetings. Meet with other Alzheimer's care-givers, learn techniques, and develop a community that cares; 6 to 7 p.m. Tuesday; Marjorie and William McDonald Center, 1701 NE 19th Ave., North Miami Beach; Free. 305-348-2957 or www.citynmb.com.  
**BNI Elite Professionals:** Category exclusive group meets every Tuesday. Price includes breakfast and valet parking; 8:45 to 9:30 a.m. Tuesday; Newport Beachside Resort, 16701 Collins Ave., Miami Beach; \$20. 305-514-6900.  
**Holiday Happy Hour:** Brazilian-American young professionals club celebrates second anniversary and 2008 holiday season; 6 to 8 p.m. Tuesday; Segafredo Brickell, 1421 South Miami Ave., Brickell; call for price information. 305-579-9030 or www.brazilchamber.org.  
**Holiday Meeting:** South Florida Association of Death Education Counselors hosts a holiday presentation on the "Importance of Relieving the Traumatic Aspect of Death" fol-

lowed by lunch. Presentation by Teresa Deschlo, the founder and executive Director of Victim Services Trauma Resolution Center. Reservations required; 10 a.m. Friday; Coral Reef Yacht Club, 2484 S. Bayshore Dr., Miami; \$35 in advance and \$40 at the door. 305-741-1349.  
**Joy Of Yiddish Club:** Join for songs, humor, Yiddish culture, heritage and chochma or wisdom; 2:30 to 4 p.m. Thursday; Michael-Ann Russell Jewish Community Center, 18900 NE 25th Ave., Northeast Miami-Dade; Free. 305-937-7007.  
**Knitting Club:** With professional knitter Alicia Stern Owner of Mexico's Knitting Factory and store Lichas' Place; 1 to 3 p.m. Monday; Michael-Ann Russell Jewish Community Center, 18900 NE 25th Ave., Northeast Miami-Dade; \$5. 305-932-4200 ext. 142 or marjcc.org.  
**Miami Business Exchange Meetings:** Discuss nuances of business skills, exchange business leads and share how to increase monetary goals; 7:10 a.m. Thursday; Chamber South, 6410 SW 80th St., South Miami; Free. 305-668-4414 or www.MiamiBusinessExchange.com.  
**Miami Facelists & Investors Network:** Learn how to buy and sell foreclosures and learn the business of real estate investing and techniques; Noon to 1:30 p.m. Wednes-

day; 94th Aero Squadron, 1395 NW 57th Ave., Flagami; \$5, free for members, Call John at 800-560-9597.  
**Miami Lakes Toastmasters Club Meeting:** Participants can improve communication skills and become better speakers. Meetings held in Building C, Arnold F. Seltzer Conference Room; 7 to 9 p.m. Tuesday; Educational Center, 5780 NW 158th St., Miami Lakes; free, \$30 membership every six months. 305-923-0040.  
**New Course Wisdom of East and West:** Course includes: Symbolism of Ancient Egypt, Greece and Tibet; Teachings of Buddha, Plato, Marcus Aurelius and Socrates; Astronomy Nights, Ecological Activities; 7:30 to 9 p.m. Tuesday; Miraca Mia, Coral Way between Le Juane Road and 37th Avenue, Coral Gables; \$150, \$100 students. 305-461-5758 or www.newecropolismiaml.org.  
**Nurse Association:** Group of retired nurses meet for an educational program and social networking; open to all nurses; 10 a.m. to Noon Tuesday; Baptist Hospital, 8900 North Kendall Dr., Kendall; Free. 305-271-9524.  
**Optimal Club of North Day Village:** Dinner meeting for an organization of civic-minded men and women; prospective members welcome. Meets at various restaurants; 6:30 p.m. Wednesday; \$11-\$15. 305-758-8188.

**NOTICE TO THE PUBLIC  
 CITY OF OPA-LOCKA, FLORIDA**

NOTICE IS HEREBY GIVEN that at the Regular Commission Meeting on Wednesday, December 10, 2008 at 7:00 p.m. in the City Commission Chambers, 777 Sharazad Boulevard, the City Commission will consider the following items for final approval:

**SECOND READING ORDINANCES/PUBLIC HEARING:**

- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DUAL DESIGNATION OF THE 37TH AVENUE CONNECTION / NW 135TH STREET TO NW 119TH STREET AS "SCOTT MILLER STREET"; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on October 22, 2008). Sponsored by J.T.H.
- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DUAL DESIGNATION OF PERVIS AVENUE FROM ATLANTIC AVENUE TO ORIENTAL BOULEVARD (NW 161ST STREET) AS "BARACK OBAMA AVENUE"; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on November 12, 2008). Sponsored by D.J.
- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA; AMENDING CHAPTER 2, ARTICLE 1.6, (SECTION 2.9 THROUGH 2.10) OF THE OPA-LOCKA CODE OF ORDINANCES ENTITLED "CODE OF ETHICS"; CONFLICT OF INTEREST; REPEALING AND REPLACING SECTIONS 2.9 THROUGH 2.18 OF ARTICLE 1.6; PROVIDING FOR THE ADOPTION OF A CODE OF ETHICS FOR PUBLIC OFFICERS; PROVIDING FOR APPLICABILITY AND DEFINITIONS; PROVIDING FOR STANDARDS OF CONDUCT; PROVIDING FOR ORIENTATION OF PUBLIC OFFICIALS; PROVIDING FOR REPORTING AND PROHIBITED RECEIPT OF GIFTS; PROVIDING FOR VOTING CONFLICTS; PROVIDING FOR FINANCIAL DISCLOSURE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR LOBBYING; PROVIDING FOR INCORPORATION OF REGALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading held on October 22, 2008). Sponsored by J.T.H.

Additional information and/or copies relating to the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearing.

**PURSUANT TO FS 228.0105:** Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

**DEBORAH S. IRBY, CMC  
 CITY CLERK**



**CITY OF NORTH MIAMI BEACH  
 17011 N.E. 19TH AVENUE  
 NORTH MIAMI BEACH, FLORIDA 33162**

**COUNCIL CONFERENCE MEETING  
 TUESDAY, DECEMBER 2, 2008, 8:30 P.M.  
 4TH FLOOR - CITY HALL  
 AGENDA PREPARED BY THE MAYOR**

**CITY COUNCIL MEETING (REGULAR)  
 TUESDAY, DECEMBER 2, 2008, 7:30 P.M.  
 2ND FLOOR - CITY HALL  
 AGENDA PREPARED BY THE CITY CLERK**

**AGENDA**

- ROLL CALL OF CITY OFFICIALS
- INVOCATION
- SALUTE TO AMERICAN FLAG
- REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS
- APPOINTMENTS/PRESENTATIONS
- APPROVAL OF MINUTES
- CITY MANAGER'S REPORT - KEVIN L. BAKER
  - REQUEST APPROVAL FOR THE FOLLOWING WAIVER OF BID PROJECTS: 1) BANK OF AMERICA, \$120,000 PAYROLL COSTS, BANK CARD PURCHASES; 2) HOME DEPOT, \$60,000 (MISC. BLDG. MATERIALS/TOOLS); 3) MIAMI HERALD \$148,000 (ADVERTISING COSTS); 4) WEEB & SEED \$80,000 (FEED AND SEED EXPLOITURE SHARES FUNDED BY GRANTS); 5) PANZI PROJECT, \$600,000 (RANG REDUCTION GRANT EXPENDITURES).
- CITY ATTORNEY'S REPORT - HOWARD B. LEMARD
  - RATIFICATION OF CONTRACT FOR NEW CITY ATTORNEY (DARGEE S. SEIBEL).
- SCHEDULED CITIZENS APPEARANCE
- UNSCHEDULED CITIZENS ITEMS
- WAIVER OF FEE
- BUSINESS TAX RECEIPT MATTERS - CITY CLERK
  - STATUS REPORT - NINE THREE ADULT ENTERTAINMENT CLUBS AND POSSIBLE RECONSIDERATION OF THEIR LICENSE (COUNCILMAN JOHN PATRICK JUREK).
- ADMINISTRATION OF TESTIMONY OATH - CITY CLERK
- LEGISLATION

**RESOLUTIONS**

**NONE**

**ORDINANCES - FIRST READING BY TITLE ONLY:**

- AN ORDINANCE OF THE MAYOR & COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING SECTION 24-172(07) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY ENTITLED CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN, TO INCORPORATE THE USE OF DIGITAL SECURITY CAMERAS AS A FACTOR IN THE ANALYSIS OF AND RECOMMENDATIONS FOR ALL PROPOSED DEVELOPMENT SUBJECT TO SITE PLAN REVIEW; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE COORDINATION OF THIS ORDINANCE.
- AN ORDINANCE AMENDING CHAPTER 24 LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA; MODIFYING LANDSCAPE REQUIREMENTS FOR TALLER BUILDINGS; MODIFYING SITE PLAN REVIEW STANDARDS AND PUBLIC NOTICE PROCEDURES; MODIFYING SUBMISSION PLAT REVIEW STANDARDS; CREATING SECTION 24-161 URBAN DESIGN PLAN, TO INCORPORATE RECOMMENDATIONS OF THE GLASSING JACKSON REPORT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE COORDINATION OF THIS ORDINANCE.

**ORDINANCES - SECOND AND FINAL READING:**

**NONE**

- UNSCHEDULED CITIZENS APPEARANCE
- CITY COUNCIL REPORTS
- RECESS (IF APPLICABLE)
- ADJOURNMENT

**NEXT CITY COUNCIL MEETING: TUESDAY, DECEMBER 16, 2008**

**NOTE: ALL CITIZENS PARTICIPATION ITEMS - OBSERVANCE OF THREE FIFTEEN MINUTE LIAI**

**SOLOMON ODEZEL, CITY CLERK • HOWARD B. LEMARD, CITY ATTORNEY**

SHOULD ANY PERSON DESIRE TO APPEAL ANY DECISION OF THE CITY COUNCIL WITH RESPECT TO ANY MATTER TO BE CONSIDERED AT THIS MEETING, THAT PERSON SHALL INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE INCLUDING ALL TESTIMONY AND EVIDENCE UPON WHICH ANY APPEAL MAY BE BASED. (FS 228.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 787-6001 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE OUR TDD LINE AT (305) 943-2909 FOR ASSISTANCE.

12:02

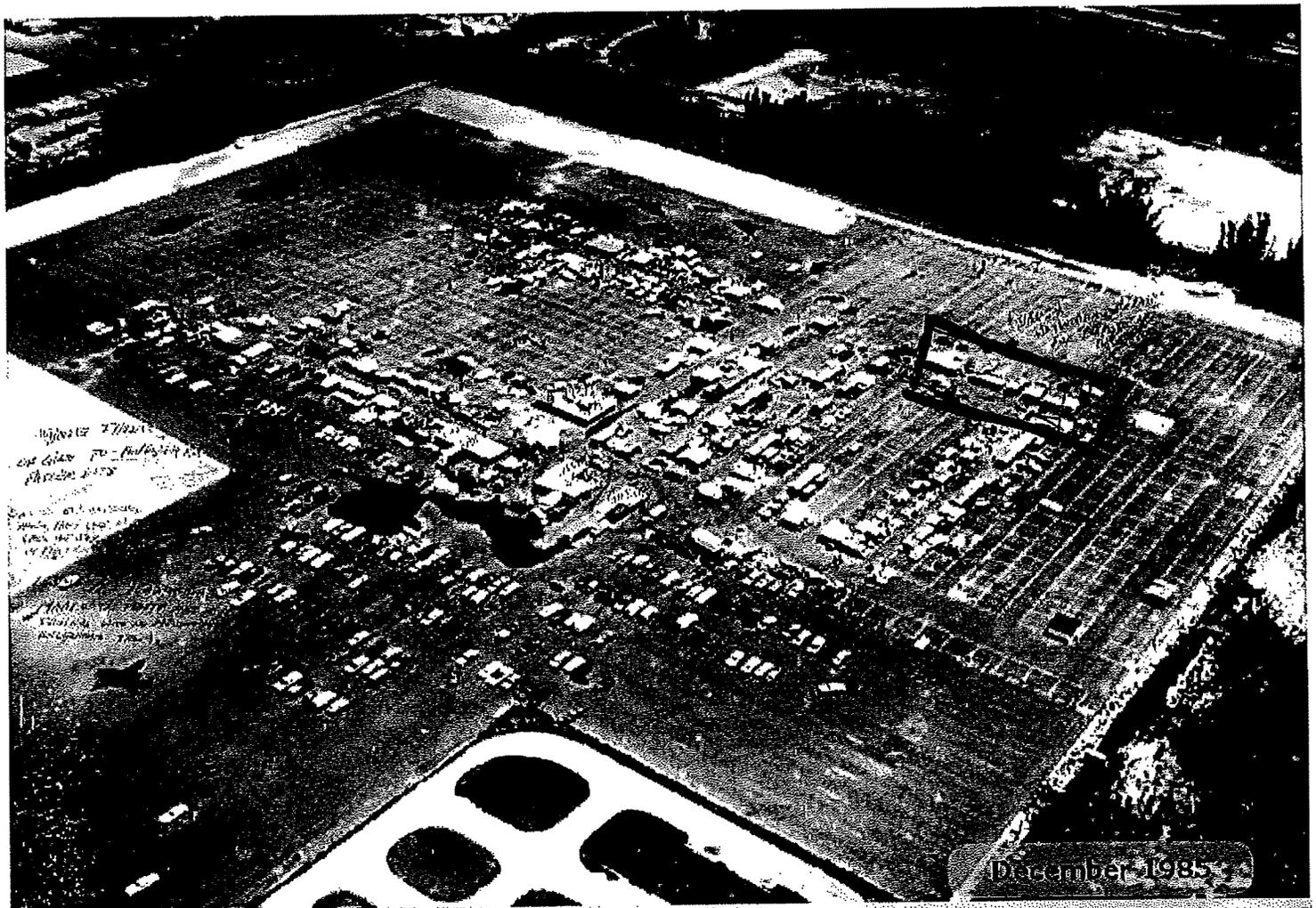


September 9, 2019  
5:39 PM

Edit

LIVE





Solicitation Information: Village of Palmetto Bay – Farmers Market

RFP# 1920-12-005



Name of Proposer: VILLAGE OF PALMETTO BAY - REFERENCE FORM

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal 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:

\_\_\_\_\_  
\_\_\_\_\_

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 response.

Litsy C. Pittser, Procurement Specialist  
Village of Palmetto Bay

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, 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 Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_  
*[Handwritten Signature]*

Name (typed): \_\_\_\_\_  
*SCOTT MILLER*

Title: \_\_\_\_\_  
*Pres*

Vendor: \_\_\_\_\_  
*FARM MARKET OF S. PALM BEACH*

Date: \_\_\_\_\_  
*2/21/20*

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 12/2 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared SCOTT MILLER 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

Haide Vazquez  
NOTARY PUBLIC, STATE OF FLORIDA



Haide Vazquez  
COMMISSION # GG278181  
EXPIRES: Nov. 13, 2022  
Bonded Thru Aeron Notary

NOTARY PUBLIC  
SEAL OF OFFICE:

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

ADL H460 792 50-1760  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**SECTION 6.0: Required Proposal Submittal Forms**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, 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 Proposal 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 Proposals will be followed if none of the tied Vendors 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 Proposal 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 Proposal, 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 Vendor complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

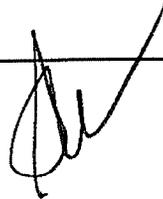
**SUB-VENDOR LIST**

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

NONE

END OF SECTION



This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

### **3. Financial Stability**

Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. **(This information shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

### **4. Litigation History**

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company or its subsidiaries have been engaged in during the past ~~three (3)~~ <sup>two (2)</sup> years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

### **5. Insurance Requirement**

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

### **6. Vendor Non-Collusion Certification**

Any Vendor submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these RFP documents.

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

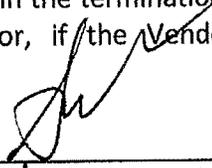
B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: 

Name (typed): SCOTT MILLER

Title: Peer

Vendor: FARMERS MARKET of S. FLA OR

Date: 02/12/20

**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 SCOTT MILLER

For FARMER MARKET of S Florida

Whose business address is: 7400 SW 73rd Ave. Miami FL 33156

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
84-459423

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or guilty or nab contenders.

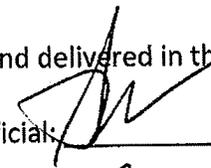
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- 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 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed):

SCOTT MILLER

Title:

Per

Vendor:

SCOTT MILLER FARM PARTNERSHIP

Date:

2/21/20

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 20/2 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared S/O M. M. M. 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



EXPIRES: Nov. 13, 2022  
Notary

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

- Personally known to me, or
- Produced identification:

FDL 17460-752-50176-0

(Type of Identification Produced)

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

**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: SCOTT MILLER Pres  
(print individual's name and title)

for: FARMERS MARKET of Scott Place  
(print name of entity submitting sworn statement)

whose address is: FARMERS MARKET business of Scott Place

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4594223

(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 Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor 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: [Signature]

Name (typed): SCOTT MILLER

Title: Dev

Vendor: FARM MARKET OF SFLA ZONE

Date: 2/20/20

**ACKNOWLEDGMENT**

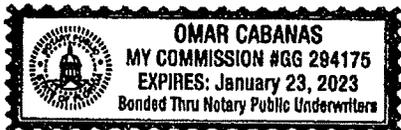
State of Florida

County of Dade

On this 20/2 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared [Signature] 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:

OMAR CABANAS [Signature]

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

- Personally known to me, or
- Produced identification: FLDC # M460792 501760

Florida Drivers License

(Type of Identification Produced)

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

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / VENDOR DISCLOSURE)**

Vendor or Vendor 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 board 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 Vendor or Vendor, 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 Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor 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 Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, SCOTT MILLER being of 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:

84/4594223  
Federal Employer Identification Number (if none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

FARMER Market of S Fla Club

---

Name of Entity, Individual, Partners or Corporation

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

9400 SW 73rd Ave MI FL 33156

---

Street Address Suite Village State Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
SCOTT LYSUR MILLER	9400 SW 7340	100 %
	WAMJF 33156	%

2. The full legal names and business address of any other individual (other than Sub-Vendor, 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:

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CONTINUED ON FOLLOWING PAGE

Signature of Official: \_\_\_\_\_

*[Handwritten Signature]*

Name (typed): \_\_\_\_\_

*SCOTT MILLER*

Title: \_\_\_\_\_

*Permit*

Vendor: \_\_\_\_\_

*FARMERS MARKET OF S. PALMETTO BAY*

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

*2/21/20*

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

*Dade*

On this 20/2 day of, 20, before me, the undersigned Notary Public of the State of Florida personally appeared SCOTT MILLER 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

*[Handwritten Signature]*

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:



**Haida Vazquez**  
COMMISSION # GG278181  
EXPIRES: Nov 18, 2022  
Bonded Through

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

- Personally known to me, or
- Produced identification:

FDL M 460-752-50-176-a

(Type of Identification Produced)

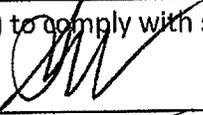
- Did take an oath or
- Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We FARMERS MARKET of S Fla INC (Vendor), hereby  
acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of  
Palmetto Bay \_\_\_\_\_, RFP# **1920-12-005**, as specified,  
have the sole responsibility for compliance with all the requirements of the Federal  
Occupational Safety and Health Act of 1970, and all State and local safety and health  
regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any  
and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Vendor's Names) to comply with such act or regulation.

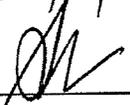
Signature of Official: 

Name (typed): SCOTT MILLER

Title: President

Vendor: FARMERS MARKET of S Fla INC

Date: 4/20/21

Attest: 

Print Name: SCOTT MILLER

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

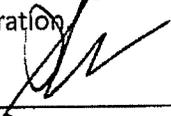
Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: 

Name (typed): SCOTT MILLER

Title: Per

Vendor: FARM MARKET OF SFA CO

Date: 2/20/20

**ACKNOWLEDGMENT**

State of Florida  
County of Dade

On this 21/15 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared SCOTT MILLER 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

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC  
SEAL OF OFFICE:



**Haida Vazquez**  
**COMMISSION # GG276181**  
**EXPIRES: Nov. 13, 2022**  
**Bonded Thru Aaron Notary**

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

- Personally known to me, or
- Produced identification:

FDL M460-792-56-176-011

(Type of Identification Produced)

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

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

NO

Executed on 2/20/20 at 9400 SW 30th Ave  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Scott Rupp

Title: Pres

Vendor: Farmers Market of SPCU

Date: 2/20/20

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

PROVIDED

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Employer identification number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: FARMERS MARKET of S. Fla. Inc  
Vendor  
9400 SW. 75 Ave - MIAMI 33156  
Address

ATT: SCOTT MINER PRINCIPAL  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

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 Proposal of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: FARMERS MARKET 15. Fla Co  
Vendor  
9400 SW 73RD MIAMI, FL 33156  
Address

ATT: SCOTT MILLER  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Farmers Market  
RFP No. 1920-12-005 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20\_\_\_\_. The contract is for two (2) years with a three (3) one (1) year options with approval by the Village and the Vendor not to exceed five (5) consecutive years.

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 Department of Parks and Recreations will be responsible to assure that said Vendor is complying within the scope of this RFP.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

BY \_\_\_\_\_

Gregory H. Truitt  
Print Name

Interim Village Manager  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

APPROVED AS TO FORM BY

\_\_\_\_\_  
Village Attorney

VENDOR

PARMES MARTIN of SPUNCH

ADDRESS

9400 SW 73 Ave  
MIA FL 33156

BY \_\_\_\_\_

SCOTT MILLER  
Print Name

Partner  
Title

April Householder  
Witness

April Householder  
Print Name

# EXHIBIT #1

## PROPOSAL SHEET

RFP# 1920-12-005 Village of Palmetto Bay – Farmers Market

1. Monthly Rental Fee: \_\_\_\_\_ \*\*

For the space to conduct a Farmers; Market

\*\* This amount pertains to a base rental fee. Since this venue is outdoors, if there is pending bad weather and the farmers market cannot operate, the Monthly fee will be pro-rated and adjusted for non-operations during that time.

1st Year - \$1000 @ month  
2nd Year - \$1400 @ month

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

SCOTT MILLER  
Name: (Please Print)  
[Signature] 2/20/20  
Offeror Signature Title: Date:



7044 SW 46th Street  
Miami, Florida 33155  
786-367-8274  
info@greenmarketco-op.org  
www.greenmarketco-op.org

February 21st, 2020

Greg Truitt  
Interim Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

Dear Mr. Truitt:

For your consideration, please find attached, our proposal for RFP **1920-12-005** Operation of Farmers Market.

Included in this document are the project objectives and proposal requirements.

Our contact information is as follows:

Green Market Co-op, Inc.  
Susan Muci & Natalia Gimenez  
305-546-6369 / 786-367-8274  
info@greenmarketco-op.org  
7044 SW 46th Street  
Miami, Florida 33155

Thank you for your consideration,

Two handwritten signatures in black ink. The first signature is "Susan T. Muci" and the second is "Natalia Gimenez".

Susan T. Muci, President

Natalia Gimenez, Vice President



**RFP No. 1920-12-005**

**OPERATION OF FARMERS MARKET**

**An organization that advocates the growth of farms,  
vendors and local business for the betterment of our community.**

## EXECUTIVE SUMMARY

Green Market Co-op, Inc., was founded in 2013, by principals Susan Muci & Natalia Gimenez. Offices are located at 7044 SW 46th Street, Miami, FL 33155, 786-367-8274.

Green Market Co-op has successfully managed & operated the following farmers markets:

- **Pinecrest Farmers Market** - Years 2013 - 2025 - 70 Vendors  
Village of Pinecrest 11100 S. Red Road, Pinecrest, FL 33156  
Vendor Rate \$65 and \$47.50 Produce • Village Weekly Fee \$800  
Alana Perez, Director of Pinecrest Gardens 305-669-6990 [asperez@pinecrest-fl.gov](mailto:asperez@pinecrest-fl.gov)
- **Brickell City Centre Farmers Market** - Years 2016 - 2019 - 25 Vendors  
Swire Properties Limited 701 S Miami Ave, Miami, FL 33131  
Vendor Rate \$50 • Facility Weekly Fee \$0 - In Exchange for LEED Certification Point  
Mariolga Calderon, Director of Marketing & PR 305-371-3877 [mcalderon@swireprops.com](mailto:mcalderon@swireprops.com)

Since starting, we've grown Pinecrest Farmers Market from a 30 (low season) & 60 (high season) tent market, to an 70 tent market year round, with weekly traffic of 3,000 - 4,000 patrons.

We have chosen to hold the market to the highest standards, in requiring all trash produced at the market to be biodegradable for the last year. Vendors use biodegradable containers, cups, straws, utensils and shopping bags.

We have a stellar relationship with State inspectors and have an outstanding overall assessment of food & health regulations.

Green Market Co-op has supported, guided and in some cases provided zero interest business loans to several vendors to grow their businesses.

Some of our most outstanding examples of growth are: Keez Beez is at Publix Super Markets, Saucy Lips is on Amazon & in Disney World, SusiLicious is at Milam's Grocery Store, Tio Gazpacho is national at Whole Foods, Jammy Yummy is on Amazon & at Whole Foods, and Candles by Fatima is at Hilton Hotels. Numerous vendors who have opened their own storefronts after their success at Pinecrest Farmers Market include: Artichoke Foods, Babe's Meat & Counter, Forno Italiano Pizzeria, LNB Grovestand Bakery, Lulu's Ice Cream, Sweet Blendz, and Zak The Baker.

Through these efforts by Green Market Co-op, Pinecrest Farmers Market & Brickell City Centre Farmers Market were awarded Best Farmers Market for 2015 & 2018 respectively, by The Miami New Times. Our intent, if given the opportunity, is to also transform Palmetto Bay Farmers Market into the 'Best Farmers Market', and an outstanding example of community, business and environmental synergy.

## **FARMERS MARKET OBJECTIVES**

### **Community & Business Incubator**

Green Market Co-op gives priority to local small businesses creating more local jobs, adding to the diversity of products available to the community, providing access to local expertise about regional products, encouraging vendor affiliations/collaborations and by attracting new visitors to the community that encourages growth.

Green Market Co-op will allow flexible participation for vendors who are just starting or who still have other careers, to experience selling their goods on an accommodating schedule.

### **Opportunities For Local Farmers**

Green Market Co-op will support bonafide farmers that grow a broad selection of produce, with a discounted vendor fee rate of \$47.50 per market day, in addition to priority participation.

Palmetto Bay Farmers Market would participate in the (SNAP) Supplemental Nutrition Assistance Program providing nutrition benefits to supplement the food budget of needy families so they can purchase healthy food and move towards self-sufficiency.

### **Community Hub for Health & Nutrition Education**

Green Market Co-op will cultivated a venue that invokes the community to interact with local business/organizations:

- "Meet Your Local Business" - 10 spaces
  - Chefs/Fitness Experts/Nutrition Experts
- Causes & Non-profits - 10 spaces

### **Vendor Application Process (to be completed by May 23rd, 2020)**

Green Market Co-op will provide a mix of vendors and farmers that reach all aspects of the local community. All current Palmetto Bay Farmers Market vendors must complete our application process, and be vetted.

\*See Appendix for 2020 Palmetto Bay Vendor Application/Contract

- Read & Sign Vendor 2020 Application/Contract electronically
- Pay application fee \$75 (Active Green Market Co-op Vendors \$25)
- Submit all pertinent documentation, photos, licensing and insurance
- Submit samples for new items
- Owner & Staff are required to attend Vendor Contract meeting

## **Vendor Categories**

### **PRODUCE - FARMERS, GROWERS & RESELLERS**

- Organic, conventional, resellers

### **DAIRY, MEAT, POULTRY, SEAFOOD**

- Unpasteurized milk, butter, yogurt, ice cream, cheese
- Meats, poultry, fish & seafood - grass-fed, organic, smoked/cured, jerky, broths

### **BAKERY & CONFECTIONARY**

- Breads & pastries - sourdough, specialty, flatbreads, fruit, cookies, pies, cakes, bagels, muffins
- Chocolates

### **PREPARED FOODS & BEVERAGES**

- Ethnic - Mexican, Greek, Venezuelan, Japanese, Cuban, Indian, Italian, Jamaican, BBQ
- Special Diet - vegetarian, vegan, gluten free, kosher, paleo
- Coffee - hot, iced, roasted coffee beans
- Tea - hot, iced, brewed, dry/loose, Kombucha
- Smoothies, milkshakes, juicing - fresh fruit, vegetable
- Juice - fresh squeezed orange, lemonade, grapefruit

### **ARTISAN FOODS**

- Pasta - fresh & dried
- Sauces - tomato based, hot/pepper, BBQ, garlic
- Jams, jellies, preserves
- Olives, pickles, relish, salsa, chutney
- Infused vinegars, oils
- Nuts, nut butters
- Dried fruit, veggies
- Spices, salts, rubs
- Granola, muesli, health bars, grains, rice, seeds

### **HOME & GARDEN**

- Home decor, candles
- Garden pots, planters

### **PLANTS & FLOWERS**

- Ornamentals, tropical, fruit trees, orchids, bromeliads, potted plants, succulent terrariums
- Fresh-cut flowers
- Fresh herbs, sprouted grains & seeds, microgreens

### **HEALTH & BEAUTY**

- Skin & hair care - scrubs, lotions, soaps
- Essential oils

### **PETS**

- Pet food - dry, frozen, broths, treats & jerky
- Pet accessories

### **ARTS & CRAFTS**

- Arts - ceramics, paintings, photography, sculpture, glass
- Crafts - textiles, weaving, quilting, jewelry, knitting, mosaic, wood turning, paper crafts

Green Market Co-op regards environmental practices as essential to the market's character.

- The market will be biodegradable in waste produced at market.
- Sustainable, organic, eco-friendly vendors will be given priority.
- Vendors will be encouraged to engage patrons by "bring your own" or "return/recycle" container incentives.
- Green Market Co-op is paperless. All communication, applications, and fees are electronic.

## **FARMERS MARKET LOGISTICS**

### **Location & Hours of Operation**

The Palmetto Bay Farmers Market will take place at Coral Reef Park located at 7895 SW 152nd Street, Palmetto Bay, FL 33157, weekly on Saturdays from 9:00 am to 3:00 pm.

The market will operate rain or shine, with no discounts or credits for rain.

Green Market Co-op has two market managers, Susan Muci & Natalia Gimenez, one of which will always be on premises from 7:00 am - 5:00 pm (until all vendors have left).

Vendors will be given access to set up at 7:00 am. All sales are to end at 3:00 pm to ensure vendors are off premise by 5:00 pm.

The market will strive to have 100 plus vendors, farmers, food purveyors and artisans participating on a weekly basis, with an emphasis on sustainable goods. The market may have as many vendors as can be reasonably accommodated within the designated farmers market area.

Vendors will be located as defined in Addendum #2 - In Option A & Option B.

\*See Appendix for Layout Map

The market managers will NOT be responsible for compensating the Village for repairs or other damage to sod along the market path.

Vendors will be allowed to have small generators; however they must be low noise or silent.

### **Vendor Parking**

Vendor parking will be restricted to Coral Reef Elementary School Staff Parking Lot.

Vendors will be required to place a parking identification card on their dashboard while on property.

### **Market Waste Disposal**

Green Market Co-op will provide 10 trash receptacles, throughout the market, to be locked & stored on site. Receptacles will be emptied by Village of Palmetto Bay, Coral Reef Park Staff and taken to dumpster on site.

## **Marketing Methodology**

Green Market Co-op will execute the following marketing plan:

- Maintain existing website: [www.greenmarketco-op.org](http://www.greenmarketco-op.org)
  - Featuring vendors and Palmetto Bay Farmers Market events
- Maintain existing social media platforms
  - All vendors will be asked to promote the market on social media
    - Facebook, Instagram, Twitter - Thursday, Friday & Saturday
  - Youtube
  - Google My Business & Yelp
  - Pinterest
- Green Market Co-op will post on social media, related to Palmetto Bay Farmers Market with the following hashtags:
  - #palmettobayfarmersmarket    #coralreefpark    #palmettobay
- Paid Media Advertising
  - Community Newspapers
    - Palmetto Bay & Surrounding Municipalities
  - Post Cards & Posters
    - Distributed to local business & community
  - Sponsorships by vendors & local businesses
    - Giveaway Shopping Totes
    - Other Print Media / Marketing / Advertising
  - TV News Community Calendars
  - Radio Marketing
  - Affiliations / Cross Marketing / Affinity Marketing
- Green Market Co-op will provide signage related to the market, in the form of banners and A-frames as needed.
- Green Market Co-op will reach out to it's database of 2,000 plus vendors for recruitment.
- Village of Palmetto Bay has agreed to marketing and advertising on social media, e-news letters and other miscellaneous.

## **Weekly Marketing Schedule**

Social Media Postings on Thursday, Friday & Saturday

Green Market Co-op encourages all vendors to promote their business on social media on Thursday, Friday & Saturday for effectiveness.

## OPERATION METHODOLOGY

### Market Operation Schedule

Market Hours Saturday 9:00 am - 3:00 pm

7:00 am Vendors given access to set-up on property  
Market banners placed

9:00 am Market opens to patrons

3:00 pm Market closes to patrons  
Vendor break-down begins

3:30 pm 30 minute grace period for selling  
Market banners removed  
Market area is cleared of litter

5:00 pm Vendors must be off premises

### Vendor Paypal Invoices

- Due Weekly
  - Out to Vendors Saturday 12:00 pm
  - Unpaid Invoices Cancelled Thursday 12:00 pm

## EXPERIENCES WITH MUNICIPALITIES

- Village of Pinecrest - Operation of Pinecrest Farmers Market - 6 years
- Miami Dade County (Land Owner) - Operation of Brickell City Centre Farmers Market - 3 years
- City of Miami (Permitting) - Operation of Brickell City Centre Farmers Market - 3 years

## REFERENCES

### **Alana Perez**

Village of Pinecrest  
Pinecrest Gardens Director  
asperez@pinecrest-fl.gov  
305-669-6990

### **Alejandra Cruzado**

Owner & Market Vendor  
The Ceviche & Guacamole House  
theguacamolehouse@hotmail.com  
786-319-1953

### **Sean Daniels**

Operations Assistant  
Village of Pinecrest  
sdaniels@pinecrest-fl.gov  
305-669-6990

### **Michael Oria**

Owner & Market Vendor  
Physicians Preferred  
Info@PhysiciansPreferredCBD.com  
786-302-8142

### **Yocelyn Galiano**

Village Manager  
Village of Pinecrest  
ygaliano@pinecrest-fl.gov  
305-234-2121

### **Twann Wilkerson**

Owner & Market Vendor  
Ronnie & Moe's Italian Ice  
rmitalianice@gmail.com  
786-224-9797

## RENT STRUCTURE

Green Market Co-op proposes the following rent structure to be paid to the Village of Palmetto Bay:

- 10% of weekly vendor fee revenue after sales taxes are deducted.
- Our projection for the first month of the market is 40 weekly vendors.
- The Village can expect growth in revenue as the market continues to improve.

		VENDOR					VILLAGE				
		Qty	Weekly Vendor Fee	Tax 7% (-)	Weekly Revenue Per Vendor	Weekly Revenue*	% to Village	Weekly Village Rent*	Monthly Village Rent*	Annual Village Rent*	
Previous Management	2019	25	\$40	\$2.62	\$37.38	\$935	---	\$185	\$800	\$9,600	
Green Market Co-op Proposed	2020	25	\$65	\$4.25	\$60.75	\$1,519	10%	\$152	52 Wks	\$ 7,897	
		40	\$65	\$4.25	\$60.75	\$2,430	10%	\$243	52 Wks	\$ 12,636	
		75	\$65	\$4.25	\$60.75	\$4,556	10%	\$456	52 Wks	\$ 23,692	
		100	\$65	\$4.25	\$60.75	\$6,075	10%	\$607	52 Wks	\$ 31,589	

\* These numbers have been rounded to the nearest whole dollar.

The vendor fee proposed is still lower than the \$79 average competing market vendor fee.

FARMERS MARKET	VENDOR FEE	OPERATOR
AVERAGE FEE	\$79.00	AVERAGE
Arsht	\$10.00	Urban Oasis
Aventura	\$50.00	Turnberry
Blue Lagoon	\$68.00	Iris Casanova
Coconut Grove	\$25.00	Glaser Farms
Coral Gables at Merrick Park	\$30.00	Coral Gables Municipality
Dadeland Mall	\$65.00	The Market Company
Delray	NO INFO	Delray Beach Municipality
Espanola Way	\$65.00	The Market Company
FIU	NO INFO	Florida International University
Government Station	\$100.00	The Market Company
Jackson Hospital Regular Vendor	\$65.00	The Market Company
Jackson Hospital Low Season Food	\$110.00	The Market Company
Jackson Hospital High Season Food	\$300.00	The Market Company
Key Biscayne	\$35.00	Key Biscayne Community Church
Legions Park/Upper East Side	\$40.00	Urban Oasis
Lincoln Road Low Season	\$128.00	The Market Company
Lincoln Road High Season	\$175.00	The Market Company
Miami Childrens Hospital	\$75.00	Iris Casanova
Miami Lakes	\$65.00	The Market Company
Miami Shores	\$35.00	The Market Company
Miami Springs	NO INFO	The Market Company
Normandy Village	\$65.00	The Market Company
Palmetto Bay	\$40.00	Palmetto Bay Municipality
Parkland Farm	\$45.00	Parkland Municipality
Parkland Other	\$65.00	Parkland Municipality
Pinecrest Farmers Market	\$65.00	Pinecrest Municipality
FM at Shops at Merrick Park	\$80.00	Iris Casanova
Southwest Community/Tropical Park	\$45.00	Urban Oasis
Univ of Miami - Well Canes Regular	\$65.00	The Market Company
Univ of Miami - Well Canes Food	\$100.00	The Market Company
Vizcaya Farmers Market	\$50.00	Urban Oasis
Yellow Green	\$52.00	Yellow Green Farmers Market
West Palm Beach	\$50.00	Municipality

Green Market Co-op will apply for designation in the (SNAP) Supplemental Nutrition Assistance Program providing nutrition benefits to supplement the food budget of needy families so they can purchase healthy food and move towards self-sufficiency. This program generates an expense to Green Market Co-op to operate, report and account for all revenue, conduct vendor certifications, and repayments to vendors.

Green Market Co-op will organize and schedule all community outreach, school, and non-profit organizations, to facilitate logistics, placement, availability and decorum. We will ensure that vetting is conducted and opportunities are distributed fairly.

## **FINANCIAL & LEGAL ACKNOWLEDGMENTS**

- **Financial Stability**

Green Market Co-op shall demonstrate financial stability by providing most current financial Statements. Green Market Co-op has no current nor prior bankruptcy proceedings for the past five (5) years. This information has been put in a separate envelope and marked CONFIDENTIAL.

- **Litigation History**

Green Market Co-op has NO litigation or arbitration in regard to any vendor or host entities since inception.

- **Insurance Requirement**

Green Market Co-op shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP once the contract is executed.

- **Vendor Non-Collusion Certification**

See Appendix for signed form.

- **Drug-Free Workplace**

Green Market Co-op shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. Please see signed certification of compliance in appendix.

- **Addenda**

Green Market Co-op shall complete and sign the Acknowledgment of Addenda. Please see the signed Acknowledgment in appendix.

- **Independence Affidavit**

Green Market Co-op shall list and describe their relationships with the Village in accordance with the RFP. Please see Affidavit in appendix.

- **Proposal Sheet**

See Appendix for signed form.

**END OF PROPOSAL**

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**APPENDIX**

Attachment #1: 2020 Palmetto Bay Vendor Application/Contract

Attachment #2: Layout Map

Attachment #3: Acknowledgment of Addenda

Attachment #4: Independence Affidavit

Attachment #5: Drug-Free Workplace

Attachment #6: Acknowledgement, Warranty & Acceptance

Attachment #7: Non-Collusion Affidavit

Attachment #8: Public Entity Crimes Statement

Attachment #9: Disability Nondiscrimination Statement

Attachment #10: Business Entity Affidavit

Attachment #11: Ownership Disclosure Affidavit

Attachment #12: Acknowledgement of Conformance with OSHA Standards

Attachment #13: Anti-Kickback Affidavit

Attachment #14: Statement of Past Disqualifications

Attachment #15: Proposal Sheet

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #1**

2020 Palmetto Bay Vendor Application/Contract

# Palmetto Bay Farmers Market

## Vendor Contract: Application & Policies

Effective: 5/30/2020 – 5/29/2021

Phone: (786) 367-8274 / (305) 546-6369 • E-mail: info@greenmarketco-op.org

Legal Name of Business: \_\_\_\_\_  
Federal ID #(EIN): \_\_\_\_\_ Year Incorporated \_\_\_\_\_  
Business Owner's Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

### VENDOR APPLICATION REQUIREMENTS

- Vendors are required to submit copies of applicable registrations, certificates, licenses and permits, by **UPLOADING** all files to the **SHARED FOLDER** link provided via email.
  - Florida Incorporation, Sole Proprietor, Fictitious Name, D/B/A documentation
  - Where applicable:
    - FL Department of Agriculture Permit – growers, nurseries, pre-packaged foods, bakery, mobile food
    - FL Department of Business & Professional Regulations License – prepared foods
    - Florida Fish & Wildlife Conservation Commission Permit – seafood
    - Vendors are responsible for collecting & paying their own sales tax if applicable.
- Vendors are required to submit photos of all products, with labeling (front & back).
- Vendors are required to submit a detailed menu &/or price list.
- Vendors are required to submit photos of tent set-up, including banner, signage and product.
- Vendors are required to submit photos of all signage.
- Vendors are required to submit samples of product(s) at vendor contract meeting.
- An application fee of **\$75.00 NON-REFUNDABLE** is required for **NEW** vendors.
  - Payable via Paypal Invoice (plus a \$2.50 administrative fee).
- An application fee of **\$25.00 NON-REFUNDABLE** is required for all **ACTIVE GM Co-op** vendors.
  - Payable via Paypal Invoice (plus a \$2.50 administrative fee).
- **NEW vendors are required to attend a contract meeting.** Owners(s) and staff working at the market **MUST** attend a contract meeting prior to participation. It is the Owner's responsibility to share market policies with any new staff.

INITIALS \_\_\_\_\_

### VENDOR ELIGIBILITY

Green Market Co-op will evaluate and give preference to all vendors based on but not limited to the following:

- Sustainable / organic / healthy / artisan / locally produced / environmentally friendly items
- There is **NO EXCLUSIVITY**; however, items of the same type will be limited.

INITIALS \_\_\_\_\_

### PRODUCT ELIGIBILITY

- FARMERS, GROWERS & RESELLERS
- DAIRY, MEAT, POULTRY, SEAFOOD
- BAKERY, CONFECTIONARY
- PREPARED FOODS & BEVERAGES
- ARTISAN FOODS
- PLANTS & FLOWERS
- HOME & GARDEN
- HEALTH & BEAUTY
- PETS
- ARTS & CRAFTS & JEWELRY
- SERVICE PROMOTION

- Green Market Co-op management must approve all items, **prior** to selling.
- Additional items must be submitted for approval.
  - Product description and photos submitted via email.
  - Sample(s) of product, submitted in person at market.
  - Decisions will be given via email within two (2) weeks from the date of complete submission.
- All items must have prices posted.
- Produce vendors must post produce origin and prices.

**LIST ALL ITEMS IN DETAIL BELOW FOR APPROVAL** Please be specific (include all menu items if applicable).

**INITIALS** \_\_\_\_\_

**PRODUCT PACKAGING & DISPOSABLES**

- Vendors are required to use biodegradables for all food containers, beverage cups, utensils, sample cups/spoons and item packaging creating trash at the market.
- By Village of Palmetto Bay Ordinance:
  - Grocery & shopping bags must be biodegradable.
  - Styrofoam products are **not** allowed at the market.
  - Plastic straws & stirrers are **not** permitted.

**INITIALS** \_\_\_\_\_

**VENDOR PLACEMENT**

- Green Market Co-op management will assign vendor spaces weekly, based on payment timing, and may be subject to relocation without notice.
- Placement will be based on market attendance, tenure, item sensitivity, and item likeness.
- No subletting or sharing of space/tent is permitted.

**INITIALS** \_\_\_\_\_

**VENDOR TENT SET-UP**

- It is the vendor's responsibility to supply all of the following:
  - White tent(s)
  - Identifying banner
    - Vendors must display ID banner at the back of the tent.
  - CLOTH table-skirts that reach the ground are required.
  - All vendors must use a 10' x 10' tarp to protect the ground as part of their set-up.
  - One trash receptacle for vendor trash/samples is required.
    - Hanging trash bags are not permitted.
  - Vendors handing out food samples, must have a hand washing station as per State of Florida Food Handling Regulations.
    - Hands Free Water Dispenser, Catch Basin, Soap & Paper Towels
  - ALL vendors are limited to one (1) identifying banner, and one (1) menu sign.
    - No A-Frame signage or chalk boards permitted.
    - No handwritten signage permitted. The only exception is Produce Vendors.
  - Tables, signage, and vendor displays must be inside the vendor tent area and should be set up in a manner so as not to impede on patrons and other vendors.

- Tents, tables, and equipment must be in safe/good condition. If it is determined by Green Market Co-op that a vendor's equipment/display is unsafe or detracting from the overall market safety/appearance, a change or improvement will be required within one (1) week.
- All repairs to tents must be in white.
- State of Florida Food & Health Regulations must be adhered to.
  - All COOK Vendors are required to have an appropriately rated fire tent & fire extinguisher.
  - All COOK Vendors must keep propane tanks in a plastic crate for safety.
  - All COOK Vendors must have a hand washing station & a three compartment sink.
  - All FOOD & DRINK Vendors must keep food, drink, & ingredients to required temperature.

INITIALS \_\_\_\_\_

### SET-UP / BREAK-DOWN / CLEAN-UP

- SET-UP begins at 7:00 am.
  - In respect for neighboring Palmetto Bay Residents; radios, yelling, vehicle door slamming, etc. must be kept to a minimum.
- Vendors must be set-up (tent) by 8:30 am.
  - Vendors arriving after 8:30 am will not be permitted to set up and forfeit their vendor fee.
- Vendors may sell their items between 9:00 am - 3:00 pm (30 minute grace period).
  - All business must be conducted within your tent, including the distribution of samples.
- BREAK-DOWN – begins at 3:00 pm.
- Clean-up – Vendors are responsible for removal of all trash related to their tent.
- Vendors are required to pick-up any trash in their space prior to leaving.
- No food, grease or debris to be disposed of in drains or planting areas.
- Water & ice to be dumped in drains only.
- Vendors are not to use public and market trash receptacles.
- All vendors must be finished breaking down and off premises by 5:00 pm.
- Failure to comply with any of these set-up, break-down, and clean-up policies will require a vendor meeting, attended by Owner & ALL Staff the following Saturday, in order to continue participating.

INITIALS \_\_\_\_\_

### GENERATOR USE

- Silent generators are allowed.
- Extension cords are not allowed across walkways on the ground or above.

INITIALS \_\_\_\_\_

### VEHICLE REGULATIONS

- Vendors are required to park their vehicle(s) in the Vendor Designated School Parking Lot.
- Vendors are not permitted to park in any Coral Reef Park parking lots.
- Parking along Palmetto Road & SW 152nd Street is not permitted by vendors.
- Vendors are required to place a parking identification card in the dashboard while on property.
- Green Market Co-op nor the Village of Palmetto Bay are responsible for damage to vendor vehicles.
- **Vehicle violations will require a vendor meeting, attended by Owner & all Staff the following Saturday, in order to continue participating.**
- Vehicles are not permitted in the market area. Unloading/loading must be done by hand truck/dolly.

**List vehicles (Owners & Staff) (cars, trucks, trailers): MAKE / MODEL / COLOR / TAG #**

**INITIALS** \_\_\_\_\_

**VENDOR FEES**

- Availability will be determined by Green Market Co-op on a weekly basis.
- Vendors are not guaranteed repeated invitation nor permanent participation.
- Vendor fee is \$65.00 per space per week. Produce vendor fee is \$47.50 per space per week.
- 7% Florida sales tax is included.
- Vendor fees are paid weekly or monthly via PayPal only.
  - Vendor PayPal payments will incur a \$2.50 administrative fee per week per tent.
- Payment must be received by Thursday at 12:00 pm each week.
  - Vendor fees not paid by Thursday 12:00 pm, will be cancelled and participation will not be allowed.
- Discounts for advanced payment will not be provided.
- No refunds or credits will be made.

**INITIALS** \_\_\_\_\_

**WEATHER POLICY**

- Market will operate rain or shine.
- **NO RAIN CREDIT OR DISCOUNT.**
- Village of Palmetto Bay Lightning Policy: In the event of inclement weather, ALL market activities will be suspended and vendors will be required to take cover, until market activities are re-opened by Village of Palmetto Bay staff and Green Market Co-op Management.
- Green Market Co-op reserves the right to cancel any market due to inclement weather, tropical storms or hurricanes.

**INITIALS** \_\_\_\_\_

**VENDOR CONDUCT**

- No solicitation, event promotion, organization promotion, nor petitions are permitted at the market, unless approved by Green Market Co-op management.
- Vendors are expected to engage patrons and provide excellent customer service.
  - **NO TOUTING** - loud shouting, pestering people in an aggressive or bold manner to promote business.
  - Excessive texting, phone use and leaving the tent is inappropriate.
  - Radio use is permitted as long as volume is only heard within vendor tent space, and not offensive to others in context.
  - Vendor children (under the age of 14) are not permitted to work under vendor tent.
- **Vendors MUST wear market appropriate/professional attire & be family friendly in appearance.**
  - Shirts must be worn at all times. Tank tops/sleeveless shirts are not permitted.
  - No exposing of cleavage, mid-drifts, backs, or sexual anatomy.
  - Booty shorts are not permitted.
  - Closed-toed shoes are required. Flip flops/sandals are not permitted.
  - Clothing/accessories offensive to others in context is not permitted.
- Vendor pets are not allowed at the market, under vendor tent(s), nor in the parking area.
  - Service pets are permitted by Federal Law, unless you are a food/beverage vendor.

- **Failure to comply with any of these vendor conduct policies will require a vendor meeting, attended by Owner & all Staff the following Sunday, in order to continue participating.**
- NO SMOKING, PERSONAL VAPORIZERS or E-CIGARETTES are permitted within the market, including under vendor tents, in parking lot, nor on Coral Reef Park property.
- Alcohol or illegal drug consumption is not permitted on Coral Reef Park property.
- Vendors must act professionally with patrons, fellow vendors, park staff & Green Market Co-op management/staff.
- Green Market Co-op prohibits and has zero tolerance, for any form of unlawful harassment or discrimination based upon race, color, religion, ancestry, sex, sexual orientation, pregnancy, national origin, age, disability, marital status, familial status, with respect to market management/staff, fellow vendors, and patrons. Harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion towards an individual.
- **Any of the above policy violations is grounds for immediate dismissal.**

INITIALS \_\_\_\_\_

### ENFORCEMENT OF POLICIES

- Enforcement of all policies in this document, will be made at Green Market Co-op's discretion.
- Rules are subject to change without advance notice.
  - Addendums issued will subsequently be considered part of this document.
- Video & Photo Release

I hereby give my consent to and authorize anyone acting for and on behalf of Green Market Co-op , and those acting pursuant to its authority to:

a.) to record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium and to use my name in connection with these recordings; and

b.) to use, reproduce, exhibit or distribute these recordings in whole or in part in perpetuity in any and all media throughout the universe (including but not limited to print publications, video tapes, non-theatrical, home video, CD-ROM, internet and any other electronic or other medium presently in existence or invented in the future) for any purpose that Green Market Co-op, and those acting pursuant to its authority, deem appropriate, including promotional, recruiting, advertising and any commercial or non-commercial use.

I hereby release Green Market Co-op and those acting pursuant to its authority from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may hereafter have from liability for any violation of any personal or proprietary right I may have in connection with such use of my likeness, voice, or name in any medium, and expressly waive any rights to privacy I may have under Florida Statutes and the European Union General Data Protection Regulation and other federal or state laws. I understand and agree that all such recordings, in whatever medium, shall remain the property of Green Market Co-op.

I have read and fully understand the terms of this release.

INITIALS \_\_\_\_\_

### VENDOR GENERAL LIABILITY INSURANCE

Green Market Co-op has General Liability Insurance in the amount of \$1,000,000 pursuant to contract requirements of the Village of Palmetto Bay. This insurance only protects Green Market Co-op and the Village of Palmetto Bay.

**REQUIRED COMMERCIAL GENERAL LIABILITY COVERAGE**

Each Occurrence	Limit <b>\$1,000,000</b>
General Aggregate	Limit <b>\$2,000,000</b>
Products/Completed Operations Aggregate	Limit <b>Included</b>
Personal and Advertising Injury	<b>\$1,000,000</b>
Damage to Premises Rented by You Limit	<b>\$100,000 - Any One Premises</b>
Medical Expense Limit	<b>\$5,000 - Any One Person</b>

Vendors are **REQUIRED** to provide proof of individually obtained General Liability Insurance **PRIOR TO PARTICIPATION**, in the form of a Certificate(s) of Insurance (via email), that covers property damage, personal injury and product liability in the above referenced amounts.

**ADDING BOTH as an ADDITIONAL INSURED**

Green Market Co-op (7044 SW 46th Street, Miami, FL 33155)  
Village of Palmetto Bay (7895 SW 152nd St, Palmetto Bay, FL 33157)

**INITIALS** \_\_\_\_\_

**RIGHT OF SUBROGATION & REIMBURSEMENT**

Green Market Co-op reserves the right of subrogation and reimbursement/recovery.

To the extent Green Market Co-op provides, pays or incurs expenses on behalf of a vendor for which the vendor would otherwise be obligated, Green Market Co-op reserves the right to recover the value of those expenses from vendor, any person, entity, organization or insurer, including your own insurer and any underinsured or uninsured coverage, that may be legally obligated to pay for the value of those benefits or expenses.

The amount of Green Market Co-op's subrogation and reimbursement/recovery rights shall equal the total amount Green Market Co-op pays on behalf of the vendor in order to satisfy a legal obligation of the vendor.

Green Market Co-op's right of subrogation and reimbursement/recovery hereunder shall have priority over the subrogation or reimbursement rights of the vendor or any third party. Furthermore, Green Market Co-op shall not bear any costs, expenses or attorney fees incurred by you, your beneficiary or personal representative in the prosecution of any claim or subrogation, or reimbursement/recovery. This provision is intended to and does supersede the "make-whole" rule, which might otherwise require that you be "made whole" before Green Market Co-op may be entitled to assert its right of subrogation and reimbursement/recovery.

**INITIALS** \_\_\_\_\_

**TERMINATION FOR CONVENIENCE**

Green Market Co-op may terminate this agreement for convenience by giving three (3) days' prior written notice to the Vendor.

**INITIALS** \_\_\_\_\_

## FARMERS MARKET INDEMNIFICATION

Green Market Co-op and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither Green Market Co-op nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. Green Market Co-op makes no warranty or representation that any application conforming to these requirements will be selected for consideration or approval. Green Market Co-op may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by Green Market Co-op in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of Green Market Co-op or its representatives.

The Applicant jointly and severally, heirs, representatives, executors, administrators, or any other persons acting on said behalf or in behalf of said estate hereby hold harmless, indemnify and defend and forever discharge the Green Market Co-op, its representatives, board of directors, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Applicant or any of the participants as outlined in this application. This indemnification provision shall survive the termination of this application/agreement and shall be in full force and effect beyond the term or termination of this agreement, however, terminated.

Any vendor applicant who submits an application fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.

I have read and understand the terms and conditions described in this Contract: Application & Policies document.

I have also reviewed each policy, indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards will result in immediate termination of vendor participation in the market.

Business Name \_\_\_\_\_

Business Owner's Name \_\_\_\_\_

Electronic Signature \_\_\_\_\_ Date \_\_\_\_\_

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #2**

Layout Map

**Proposed Layout  
Palmetto Bay Farmers Market  
Coral Reef Park  
Option A & B Combined As Per Exhibit #1**



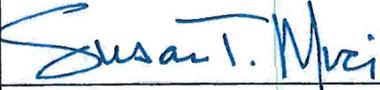
**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #3**

Acknowledgment of Addenda

## ACKNOWLEDGMENT OF ADDENDA

The Proposer acknowledges the receipt of the following addenda issued by the Village of Palmetto Bay and incorporated into and made part of the RFP 1920-12-005. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	2/18/2020	Susan T. Muci	President	
2	2/19/2020	Susan T. Muci	President	

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #4**

Independence Affidavit

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Susan T. Muci of Green Market Co-op Inc., the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons within our business company have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the Village of Palmetto Bay, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. Relationship includes having a prior or current contract with the Village of Palmetto Bay.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons within our business company have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for our proposal.

I understand and agree that I shall give the Village Palmetto Bay written notice of any other relationships (as defined above) that I enter into with the Village of Palmetto Bay, its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the contract.

I set forth below any exceptions to the aforementioned (if none, write "None"): NONE

Susan T. Muci
Signature (Blue ink only)
President
Title

Susan T. Muci
Print Name
2/21/2020
Date

STATE OF FLORIDA )
COUNTY OF Miami Dade )

Sworn to and subscribed before me on February 21, 2020, by SUSAN T MUCI who (check one) [ ] is personally known to me or [X] has produced Florida driver license, as identification.



Eddy Mendoza
Notary Public
State of Florida
My Commission Expires 10/27/2020
Commission No. GG 42953

My commission expires:

[Signature]
Notary Public
Eddy Mendoza
PRINT Name of Notary Public

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #5**

Drug-Free Workplace

**SECTION 6.0: Required Proposal Submittal Forms**

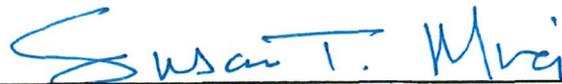
**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, 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 Proposal 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 Proposals will be followed if none of the tied Vendors 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 Proposal 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 Proposal, 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 Vendor complies fully with the above requirements.

Signature of Official: \_\_\_\_\_



Name (typed): \_\_\_\_\_

Susan T. Muci

Title: \_\_\_\_\_

President

Vendor: \_\_\_\_\_

Green Market Co-op Inc.

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

2/21/2020

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #6**

**Acknowledgement, Warranty & Acceptance**

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: 

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #7**

Non-Collusion Affidavit

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

Susan T. Muci being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Green Market Co-op Inc. the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, 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 Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

Continued on next page.

**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this February 21 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Susan T Muci 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:

Eddy Mendoza

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

- Personally known to me, or
- Produced identification:

Eddy Mendoza  
Notary Public  
State of Florida

 My Commission Expires **10/27/2020**  
Commission No. **GG 42953**

Florida Driver license

(Type of Identification Produced)

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

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
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**Attachment #8**

Public Entity Crimes Statement

**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 Susan T. Muci

For Green Market Co-op Inc.

Whose business address is: 7044 SW 46th Street Miami, FL 33155

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
46-2384025

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # N/A )

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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

CONTINUED ON FOLLOWING PAGE

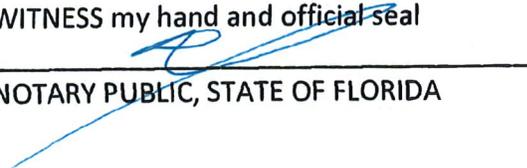
**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this February 21 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared SUSAN T MUCI 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



Eddy Mendoza  
Notary Public  
State of Florida  
My Commission Expires 10/27/2020  
Commission No. GG 42953

NOTARY PUBLIC

SEAL OF OFFICE:

Eddy Mendoza

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

- Personally known to me, or
- Produced identification:

Florida Driver license

(Type of Identification Produced)

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

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #9**

**Disability Nondiscrimination Statement**

**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: Susan T. Muci

*(print individual's name and title)*

for: Green Market Co-op Inc.

*(print name of entity submitting sworn statement)*

whose business address  
is: 7044 SW 46th Street Miami, FL 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
46-2384025

*(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 Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this February 21 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Susan T Muci 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Eddy Mendoza  
Notary Public  
State of Florida  
My Commission Expires 10/27/2020  
Commission No. GG 42953

NOTARY PUBLIC  
SEAL OF OFFICE:

Eddy Mendoza

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

- Personally known to me, or
- Produced identification:

Florida driver license -

(Type of Identification Produced)

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

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #10**

Business Entity Affidavit

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / VENDOR DISCLOSURE)**

Vendor or Vendor 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 board 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 Vendor or Vendor, 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 Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor 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 Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Susan T. Muci being of first duly sworn

state: Florida

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: Green Market Co-op Inc. 7044 SW 46th Street Miami, FL 33155

(373-64-4932) EIN 46-2384025

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

CONTINUED ON FOLLOWING PAGE

Susan T. Muci For Green Market Co-op Inc.

---

*Name of Entity, Individual, Partners or Corporation*

---

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

7044 SW 46th Street Miami, FL 33155

---

*Street Address Suite Village State Zip Code*

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Name (as shown on your income tax return)  
**Green Market Co-op Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**7044 SW 46th Street**

City, state, and ZIP code  
**Miami, FL 33155**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

**Employer identification number**

4	6	-	2	3	8	4	0	2	5
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *Susan T. Muci*    Susan T. Muci, President    Date ▶ **2/21/2020**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #11**

Ownership Disclosure Affidavit

**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>
Susan T. Muci	7044 SW 46th Street Miami, FL 33155	50 %
Natalia Gimenez	7044 SW 46th Street Miami, FL 33155	50 %
		%

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

N/A

CONTINUED ON FOLLOWING PAGE

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this February 21 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Susan T Muci 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

 **Eddy Mendoza**  
Notary Public  
State of Florida  
My Commission Expires 10/27/2020  
Commission No. GG 42953

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

Florida Driver license  
(Type of Identification Produced)  
 Did take an oath or  
 Did not take an oath.

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #12**

Acknowledgement of Conformance with OSHA Standards

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Green Market Co-op Inc. (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# **1920-12-005**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

Attest: [Signature]

Print Name: Eddie Anderson

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

Print Name: \_\_\_\_\_

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #13**

Anti-Kickback Affidavit

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

**ACKNOWLEDGMENT**

State of Florida

County of Miami Dade

On this February 21 day of, 2020, before me, the undersigned Notary Public of the State of Florida personally appeared Susan T Muci 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

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE



**Eddy Mendoza**  
**Notary Public**  
**State of Florida**  
**My Commission Expires 10/27/2020**  
**Commission No. GG 42953**

NOTARY PUBLIC  
SEAL OF OFFICE:

Eddy Mendoza

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

- Personally known to me, or
- Produced identification:

Florida Driver license

(Type of Identification Produced)

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

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #14**

**Statement of Past Disqualifications**

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

NO

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Susan T. Muci

Name (typed): Susan T. Muci

Title: President

Vendor: Green Market Co-op Inc.

Date: 2/21/2020

**Village of Palmetto Bay  
Request For Proposal  
Operation of Farmers Market  
RFP 1920-12-005**

**Attachment #15**

Proposal Sheet

# EXHIBIT #1

## PROPOSAL SHEET

RFP# 1920-12-005 Village of Palmetto Bay – Farmers Market

1. Monthly Rental Fee: 10% of Vendor Fee Revenue After Taxes

For the space to conduct a Farmers; Market

\*\* This amount pertains to a base rental fee. Since this venue is outdoors, if there is pending bad weather and the farmers market cannot operate, the Monthly fee will be pro-rated and adjusted for non-operations during that time.

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Susan T. Muci For Green Market Co-op Inc.

---

Name: (Please Print)

*Susan T. Muci*

---

Offeror Signature Title: Date:



# ITEM 10H

## RESOLUTION NO. 2020-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGENDA PREPARATION PROCEDURES; REPEALING RESOLUTIONS 2017-20 AND 2019-49; ESTABLISHING A PROCESS FOR THE PREPARATION OF AGENDAS FOR COUNCIL MEETINGS; IDENTIFYING A TIMELINE FOR THE SUBMISSION OF REQUESTS AND DOCUMENTS RELATED TO AGENDA ITEMS; ESTABLISHING TIMELINES FOR COUNCIL MEMBERS AND CHARTER OFFICERS IN THE AGENDA PROCESS; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration, Village Clerk and Village Attorney)**

**WHEREAS**, the Village is committed to transparency in government and the timely publishing of meeting agendas; and,

**WHEREAS**, the Council wishes to ensure that Village staff has adequate time to receive information and documents required for agenda items; and

**WHEREAS**, publication requirements reduce the amount of time necessary for the submission and review of items for the Agenda; and

**WHEREAS**, the Council desires to establish a policy to guide the agenda preparation process as provided below.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL THAT:**

**Section 1.** Resolutions 2017-20 and 2019-49 are repealed in their entirety.

**Section 2.** The Village Council hereby establishes the following for the preparation of agenda items for Council meetings:

**Village Council Process:**

- **15 days** before the Council Meeting, all agenda items and requests, along with any cover memos, shall be given to the Village Clerk, Village Manager and Village Attorney.

**Charter Officers Requirements:**

- **14 Days** before Council Meeting, the Village Manager, Village Clerk and Village Attorney meet to review and prepare the items for the Agenda.
- **10 Days Before Council Meeting:**  
Village Clerk finalizes the Agenda to be published, posted and distributed to the Village Council

**Section 3.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** this 4th day of May 2020.

Attest:

\_\_\_\_\_  
Melissa Dodge  
Acting Village Clerk

\_\_\_\_\_  
Karyn Cunningham  
Mayor

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

\_\_\_\_\_  
John C. Dellagloria  
Village Attorney

**FINAL VOTE AT ADOPTION:**

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

Council Member David Singer \_\_\_\_\_

Council Member Marsha Matson \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Karyn Cunningham \_\_\_\_\_



# ITEM 12A

## ORDINANCE 2020-\_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(V) OF THE VILLAGE'S ZONING CODE; REQUIRING A NEW ZONING APPLICATION TO MAKE A PRESENTATION BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT; PROVIDING THAT A MEETING FOR THE PRESENTATION SHALL BE HELD BETWEEN TWO TO FOUR WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT NO MEETING BE SCHEDULED DURING MIAMI-DADE COUNTY PUBLIC SCHOOL SPRING, SUMMER OR WINTER BREAKS, FEDERAL HOLIDAYS, OR WHEN THE VILLAGE HAS A ZONING IN PROGRESS OR A MORATORIUM IN EFFECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKE PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR AN EXEMPTION FOR PROJECTS ONLY REQUIRING ADMINISTRATIVE APPROVAL; REPEALING RESOLUTION 2018-14, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

**WHEREAS**, the Village Council prides itself on transparency and open government; and

**WHEREAS**, new development in the Village has a great impact on the quality of life of the residents of the Village; and

**WHEREAS**, it is appropriate for a developer to present to the general public information available on a proposed project, inclusive of responding to questions and inquiries from the residents; and

**WHEREAS**, the scheduling of the presentation in advance of Council considerations will allow sufficient time for residents to address any and all questions and concerns to the potential developer, which also reduces the amount of time to be dedicated to project discussions during a Council meeting where time is more limited; and

**WHEREAS**, the presentation should be meaningful in the scope of information presented, in the time allowed and required for the presentation, in the time when the presentation is scheduled, and with adequate advance notice given for such presentation; and

**WHEREAS**, in order to maximize public participation, the developer presentation shall not occur during Miami-Dade County Public Schools spring, summer or winter breaks, federal holidays, or when there is a development moratorium or Zoning in Progress in effect for the property to be developed.

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

**Section 1.** The above recitals are incorporated as if set forth in full.

**Section 2.** Resolution 2018-14 is repealed in its entirety.

**Section 3.** Section 30-30.2(v) of the zoning code of Ordinances is added as follows:

**(a) Presentations required.** A private developer of residential project which is greater than five (5) units or a commercial project in excess of fifteen thousand square feet (15,000) which requires Council approval to develop shall make a presentation to the general public between two (2) and four (4) weeks prior to Council deliberations. At the meeting for the presentation, traffic studies, plans, characteristics, parameters, architectural presentations and any and all other pertinent information by professionals working on the project shall be presented to the public for public discussion.

**(b) Notice.** The developer shall schedule the meeting for the presentation with the Village Clerk and notice of the meeting shall be placed on the official website of the Village of Palmetto Bay at least seven (7) calendar days prior to the meeting.

**(c) Meeting procedure.** The meeting for the presentation shall take place on the evening of a regular semester school day of the Miami-Dade

County Public Schools. No meetings shall be scheduled during Miami-Dade County Public Schools spring, summer or winter breaks, federal holidays or when the Village has Zoning-in-Progress or a moratorium in effect. The meeting shall allocate equal time to the developer and the public, for a minimum of fifteen (15) minutes for the presentation of the developer, and fifteen (15) minutes for questions and comments by the public, whereby the developer and any Village staff present will attempt to answer all relevant questions from the public to the best of their ability. The meeting shall be facilitated by the Village's Public Information Officer.

(d) Exemption. This subsection shall not apply to: (i) Any development that can be administratively approved by the Planning and Zoning Department; (ii) Exigent circumstances as determined by the Village Council.

**Section 4. Effective Date.** This Ordinance shall become effective upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2020.

First Reading: April 6, 2020.

Second Reading: \_\_\_\_\_

Attest:

\_\_\_\_\_  
**Melissa Dodge**  
**Acting Village Clerk**

\_\_\_\_\_  
**Karyn Cunningham**  
**Mayor**

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

\_\_\_\_\_  
**John C. Dellagloria**  
**Village Attorney**

**VOTE ON FIRST READING**

Mayor Karyn Cunningham	<u>YES</u>
Vice-Mayor DuBois	<u>ABSENT</u>
Council Member Singer	<u>NO</u>
Council Member Matson	<u>YES</u>
Council Member Fiore	<u>YES</u>

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham	_____
Vice Mayor John Dubois	_____
Council Member David Singer	_____
Council Member Patrick Fiore	_____
Council Member Marsha Matson	_____

## **ATTACHMENT A**

---

To: Honorable Mayor and Village Council	Date: August 28, 2019
From: Councilmember Masha Matson	Re: Developer Community Presentations

---

**PURPOSE OF THE PROPOSED ACTION:**

The purpose of this Amendment to Resolution 2018-14 is to clarify the procedures to be followed for the Developer Presentations required by Resolution 2018-14.

**MAJOR POINTS/REASONS FOR THE PROPOSED ACTION:**

It appears that some of the presentations have been ineffective due to insufficient notice, short time period, inopportune time during vacations when fewer residents attend, and restrictions on questions. The existing Resolution does not clarify when and how the developer presentation has to occur, except that it has to occur at least 2 weeks prior to Council consideration. The proposed additions will strengthen Resolution 2018-14, and the developer presentation will become more meaningful and informative for the public.

The additions make it clear that the presentation should be on the evening of a regular semester public school day, which avoids the perception that matters are considered when many residents are absent.

**PRELIMINARY ESTIMATE OF THE COST OF IMPLEMENTATION**

None, as the Resolution simply amends an existing Resolution with specific notice and procedural guidelines.

**SOURCE OF FUNDS TO PAY SUCH COSTS:**

Not applicable.



# ITEM 13A

ORDINANCE NO. 2020-\_\_\_\_

1  
2  
3 AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL  
5 EVENTS IN PARKS AND ON VILLAGE PROPERTY; AMENDING  
6 VILLAGE CODE SECTION 30-60.18 REGARDING PERMIT  
7 APPLICATIONS; REQUIRING COMPLETE APPLICATIONS; ADDING  
8 SOUND REGULATIONS; REQUIRING DISCLOSURE REGARDING  
9 CHARITABLE ORGANIZATIONS; PROHIBITING THE FENCING OF  
10 PARKING AREAS AND PARK SPACE; REQUIRING A BOND AND AN  
11 INDEMNIFICATION AGREEMENT; PROVIDING FOR SEVERABILITY,  
12 CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by*  
13 *Councilmember Marsha Matson)*

14  
15 **WHEREAS**, the Village of Palmetto Bay prides itself as being the  
16 "Village of Parks"; and

17  
18 **WHEREAS**, the residents of the Village enjoy the peace, beauty and  
19 tranquility of the park system of the Village; and

20  
21 **WHEREAS**, although the Village allows special events in Village  
22 parks and on public and private property, it has become increasingly  
23 important to add additional requirements in order to ensure that the  
24 residents of the Village are not impacted by events on either public or  
25 private property that can disturb the peace and tranquility of residential  
26 communities.

27  
28 **NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND**  
29 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA,**  
30 **AS FOLLOWS:**

31  
32 **Section 1.** Section 30-60.18 of the Code of Ordinances is  
33 amended as follows:

34 Sec. 30-60.18 - Special events; temporary uses.

35 (a) A special event or temporary use is permitted  
36 ~~private property in all zoning districts on Village park property~~ provided a  
37 special event permit is obtained. The special event permit application  
38 includes, in addition to those matters in (b) below, applicant, event and  
39 event logistical information to be considered by the village in making its  
40 determination whether to approve an application. Temporary structures

1 including tents and lighting, require building division review and may  
2 require a building permit. Temporary signs and/or banners shall comply  
3 with the provisions of Division 30-90.

4 (b) Additional requirements for approving any  
5 special event permit shall include the following:

6 (i) a fully complete application which shall not be amended without  
7 approval of the Village Council; (ii) any sound speakers shall be directed  
8 inward toward the attendees; (iii) the applicant shall be required to pay for  
9 a Code Enforcement Officer to monitor and enforce the allowed decibel  
10 level of the sound produced on site; (iv) there shall be no fencing of the  
11 park or parking areas of any event held on Village park property; (v) if a  
12 charity is either the applicant or the beneficiary of the event, a complete  
13 disclosure of all individuals associated with the charity shall be required;  
14 (vi) if a charity is the either the applicant or the beneficiary of the event, a  
15 complete disclosure of the percentage of the dollar amounts collected that  
16 will be distributed to the beneficiaries of the named charity shall be  
17 required; (vii) the organizer of the event shall perform a criminal  
18 background check on all individuals hired to work at the event including  
19 compliance with Miami-Dade County Ordinance Chapter 26, Article III,  
20 Sections 26-37, also known as the "Shannon Melendi Act"; (viii) if a charity  
21 is either the applicant or the beneficiary of the event, the charity is required  
22 to be in operation for a minimum of one year and possess a Section  
23 501(c)(3) designation from the Internal Revenue Service; (ix) a Bond is  
24 required in the amount of not less than Five Hundred Thousand  
25 (\$500,000) Dollars, or greater with the amount to be determined by the  
26 Village Council; (x) an indemnification agreement to be approved by the  
27 Village Attorney.

28  
29 **Section 2. Conflicting Provisions.** The provisions of the Code of  
30 Ordinances of the Village of Palmetto Bay, Florida and all ordinances or  
31 parts of ordinances in conflict with the provisions of this ordinance are  
32 hereby repealed.

33  
34 **Section 3. Severability.** The provisions of this Ordinance are  
35 declared to be severable, and if any sentence, section, clause or phrase  
36 of this Ordinance shall, for any reason, be held to be invalid or  
37 unconstitutional, such decision shall not affect the validity of the remaining  
38 sentences, sections, clauses or phrases of the Ordinance, but they shall  
39 remain in effect it being the legislative intent that this Ordinance shall stand  
40 notwithstanding the invalidity of any part.

1  
2        **Section 4. Codification.** It is the intention of the Village Council  
3 and it is hereby ordained the provisions of this Ordinance shall become  
4 and be made part of the Code of Ordinances of the Village of Palmetto  
5 Bay, Florida, that sections of this Ordinance may be renumbered or re-  
6 lettered to accomplish such intentions, and that the word "Ordinance" shall  
7 be changed to "Section" or other appropriate word.

8  
9        **Section 5. Effective Date.** This Ordinance shall take effect  
10 immediately upon enactment upon Second Reading.

11  
12        First Reading: \_\_\_\_\_

13  
14        Second Reading: \_\_\_\_\_

15  
16 **PASSED and ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

17  
18  
19 Attest:

20  
21  
22 \_\_\_\_\_  
23 Melissa Dodge  
24 Acting Village Clerk

25  
26 \_\_\_\_\_  
27 Karyn Cunningham  
28 Mayor

29  
30  
31 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE  
32 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

33 \_\_\_\_\_  
34 John C. Dellagloria  
35 Village Attorney

1 **FINAL VOTE AT ADOPTION:**

2

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

4

5 Council Member David Singer \_\_\_\_\_

6

7 Council Member Marsha Matson \_\_\_\_\_

8

9 Vice-Mayor John DuBois \_\_\_\_\_

10

11 Mayor Karyn Cunningham \_\_\_\_\_

12



# ITEM 13B



---

To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Budget Amendment Ordinance

---

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING ORDINANCE NUMBER 2019-21; WHICH ADOPTED THE VILLAGE'S BUDGET FOR THE 2019-2020 FISCAL YEAR; AUTHORIZING THE INTERIM VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)***

**BACKGROUND AND ANALYSIS:**

Council approved Resolution 2019-165 to approve an Interim Village Manager while a search is being conducted for a permanent Manager. Administration is also recommending some personnel changes that would keep the Reservation Specialist, Procurement Specialist and increase the Park Service Aide hours to prior year levels. Operationally security at the Parks was to be scaled back will be funded at prior year level, a new contract for landscaping has increased costs and unplanned consulting services have been added. To help with funding some of these expenditures Planning and Zoning is expecting an increase in Plan Review revenues, 5 new positions added in Facilities that are vacant will be eliminated, and the Village will refinance the Village Hall bond.

**FISCAL IMPACT:**

The total estimated Revenue increase is \$474,709 and Expenditure increase is \$600,430, reducing the FY2020 budgeted surplus from \$188,733 to \$63,012.

**ATTACHMENTS:**

- Attachment A Proposed Amended 2019-2020 General Fund Budget Summary.
- Attachment B Revised Staffing Schedules.



1 authorizes and approves the amendment to the Staffing Summary and  
2 Staffing Detail for FY 2019-2020, attachment B.

3  
4 Section 4. *Authorization of Interim Village Manager.* The Interim  
5 Village Manager is hereby authorized to take all actions necessary to  
6 implement the terms and conditions of this Ordinance.

7  
8 Section 5. *Severability.* If any section, clause, sentence, or  
9 phrase of this Ordinance is for any reason held invalid or  
10 unconstitutional by a court of competent jurisdiction, the holding shall  
11 not affect the validity of the remaining portions of this Ordinance.

12  
13 Section 6. *Effective Date.* This ordinance shall take effect  
14 immediately upon adoption on second reading.

15  
16  
17 **PASSED AND ENACTED** this \_\_\_ day of \_\_\_\_\_, 2020.

18  
19 First Reading: \_\_\_\_\_  
20 Second Reading: \_\_\_\_\_

21  
22  
23 Attest:

24  
25  
26 \_\_\_\_\_  
27 Melissa Dodge  
28 Acting Village Clerk

\_\_\_\_\_

Karyn Cunningham  
Mayor

29  
30  
31 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**  
32 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**  
33 **FLORIDA ONLY:**

34  
35  
36 \_\_\_\_\_  
37 John Dellagloria  
38 Village Attorney

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12

**FINAL VOTE AT ADOPTION:**

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

Council Member David Singer \_\_\_\_\_

Council Member Marsha Matson \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Karyn Cunningham \_\_\_\_\_

**ATTACHMENT A**  
**VILLAGE OF PALMETTO BAY**  
**FISCAL YEAR 2019-2020**  
**BUDGET AMENDMENT**

	Adopted Budget	YTD Actual Thru Feb 2020	Amended Budget	Change In Budget
<b>REVENUES</b>				
0001-31100100 CURRENT AD VALOREM	6,382,132.00	5,706,241.78	6,382,132.00	0
0001-31100200 DELINQUENT AD VALOREM	100,000.00	12,497.64	100,000.00	0
0001-31100300 INTEREST AD VALOREM	1,000.00	3,265.59	1,000.00	0
0001-31410000 ELECTRICITY UTILITY TAX	2,000,000.00	592,656.47	2,370,000.00	370,000
0001-31430000 WATER UTILITY TAX	260,000.00	85,746.00	260,000.00	0
0001-31440000 GAS UTILITY TAX	60,000.00	19,461.74	60,000.00	0
0001-31500000 COMMUNICATION SERVICES TAXES	1,000,000.00	223,607.30	850,000.00	(150,000)
0001-31600100 COUNTY LOCAL BUSINESS TAX	30,000.00	6,958.63	30,000.00	0
0001-31600200 VILLAGE LOCAL BUSINESS TAX	60,000.00	11,280.80	60,000.00	0
0001-32300100 ELECTRICITY FRANCHISE FEE	835,732.00	502,732.38	835,732.00	0
0001-32900101 ZONING APPLICATION	215,000.00	73,461.22	400,000.00	185,000
0001-32900102 ADMINISTRATIVE VARIANCES	0.00	3,458.76	8,000.00	8,000
0001-32900103 SIDEWALK CAFÉ PERMIT	3,000.00	600.00	3,000.00	0
0001-32900105 SITE PLAN REVIEWS	0.00	17,442.00	52,000.00	52,000
0001-32900107 CERTIFICATE OF USE	20,000.00	5,508.88	12,000.00	(8,000)
0001-32900500 GOLF CART REGISTRATION	2,000.00	1,170.00	2,000.00	0
0001-33512100 STATE REVENUE SHARING	460,000.00	189,324.97	460,000.00	0
0001-33515000 ALCOHOLIC BEVERAGE LICENSE TAX	4,000.00	523.94	4,000.00	0
0001-33518000 HALF-CENT SALES TAX	1,950,000.00	502,893.88	1,950,000.00	0
0001-34120100 DEPARTMENT SERVICE CHARGES	75,000.00	0.00	75,000.00	0
0001-34190200 LOBBYIST REGISTRATION	5,000.00	5,390.00	5,000.00	0
0001-34190401 PASSPORT PROCESSING FEE	40,000.00	11,865.00	45,000.00	5,000
0001-34190403 PASSPORT PHOTO FEE	10,000.00	2,640.00	5,000.00	(5,000)
0001-34190404 PASSPORT NOTARY FEE	0.00	10.00	10.00	10
0001-34190405 PASSPORT COPYING FEE	0.00	93.20	150.00	150
0001-34210100 POLICE SERVICES	8,000.00	4,605.00	10,000.00	2,000
0001-34720101 CRP-SUMMERCAMP REGISTRATION	150,000.00	0.00	150,000.00	0
0001-34720102 CRP-LEAGUE FEES	6,000.00	5,679.52	7,500.00	1,500
0001-34720104 CRP-FILM LOCATION FEE	800.00	940.00	1,960.00	1,160
0001-34720105 CRP-TENNIS CAMP	25,000.00	3,079.40	9,821.60	(15,178)
0001-34720106 CRP-AFTERSCHOOL CARE	6,000.00	1,800.00	5,400.00	(600)
0001-34720201 PBP-CONCESSION SALES	0.00	91.59	92.00	92
0001-34720203 PBP-LEAGUE FEES	4,000.00	19,953.63	40,144.52	36,145
0001-34720401 TE-FILM LOCATION FEE	3,500.00	1,760.00	3,840.00	340
0001-34720502 LP-LEAGUE FEE	500.00	1,140.00	2,000.00	1,500
0001-34720601 PCH-PROGRAM/ACTIVITIES REGISTRATION	0.00	151.40	605.60	606
0001-34750101 CRP-REC ROOM RENTALS	0.00	50.63	202.52	203
0001-34750102 CRP-OAK HAMMOCK 1 RENTAL	7,000.00	2,965.00	5,980.00	(1,020)
0001-34750103 CRP-OAK HAMMOCK 2 RENTAL	4,000.00	1,155.00	2,520.00	(1,480)
0001-34750104 CRP-OAK HAMMOCK 3 RENTAL	2,250.00	1,732.50	3,990.00	1,740
0001-34750105 CRP-GAZEBO RENTAL	7,000.00	4,255.00	8,880.00	1,880
0001-34750106 CRP-BALLFIELD RENTAL	1,000.00	320.00	880.00	(120)

0001-34750109	CRP-MEDITATION GARDEN RENTAL	200.00	185.00	740.00	540
0001-34750110	CRP-TENNIS COURT RENTAL	40,000.00	22,976.96	51,271.00	11,271
0001-34750111	CRP-RACQUETBALL COURT RENTAL	1,000.00	435.13	618.64	(381)
0001-34750113	CRP-TENNIS GROUP LESSONS	80,000.00	28,783.64	66,439.60	(13,560)
0001-34750114	CRP-TENNIS PRIVATE LESSONS	90,000.00	33,403.61	76,858.16	(13,142)
0001-34750115	CRP-MISCELLANEOUS RENTAL	2,000.00	7,869.63	13,668.00	11,668
0001-34750116	CRP-TENNIS SOCIAL	1,500.00	0.00	0.00	(1,500)
0001-34750117	CRP-OAK HAMMOCK 4 RENTAL	700.00	735.00	2,100.00	1,400
0001-34750201	PBP-REC ROOM RENTALS	7,000.00	3,577.50	5,850.00	(1,150)
0001-34750203	PBP-TOURNAMENT/FIELD RENTALS	9,000.00	0.00	0.00	(9,000)
0001-34750204	PBP-PAVILLION NORTH RENTAL	3,000.00	1,480.00	2,220.00	(780)
0001-34750205	PBP-PAVILLION SOUTH RENTAL	1,500.00	555.00	1,480.00	(20)
0001-34750206	PBP- BALLFIELD RENTAL	500.00	640.00	400.00	(100)
0001-34750208	PBP-MISCELLANEOUS RENTAL	1,500.00	5,146.26	17,497.20	15,997
0001-34750209	PBP-PAVILLION PLAYGROUND	6,000.00	2,035.00	5,920.00	(80)
0001-34750401	TE-COVERED TERRACE RENTAL	0.00	(1,000.00)	(1,000.00)	(1,000)
0001-34750402	TE-OUTDOOR TERRACE RENTAL	20,000.00	13,300.00	43,300.00	23,300
0001-34750403	TE-WATERSIDE CEREMONY RENTAL	0.00	1,350.00	5,400.00	5,400
0001-34750405	TE-PACKAGE RENTAL	275,000.00	177,047.77	200,000.00	(75,000)
0001-34750406	TE-CATERING PERMIT	18,000.00	5,384.00	12,690.00	(5,310)
0001-34750407	TE-SECURITY SERVICE CHARGES	28,000.00	10,795.74	28,710.96	711
0001-34750408	TE-VALET SERVICE CHARGES	45,000.00	18,576.50	45,814.00	814
0001-34750409	TE-MISCELLANEOUS RENTAL	50,000.00	8,621.00	34,904.00	(15,096)
0001-34750410	TE-EDUCATION ROOM	1,000.00	0.00	0.00	(1,000)
0001-34750411	TE-PARKING SERVICE CHARGE	23,000.00	11,100.00	28,800.00	5,800
0001-34750501	LP-COMMUNITY ROOM/PARK RENTAL	3,500.00	2,475.00	7,900.00	4,400
0001-34750502	LP-AMPHITHEATER RENTAL	0.00	450.00	450.00	450
0001-34750503	LP-OPEN GRASS RENTAL	600.00	0.00	0.00	(600)
0001-34750504	LP-PAVILLION RENTAL	200.00	0.00	0.00	(200)
0001-34750506	LP-MISCELLANEOUS RENTAL	500.00	0.00	0.00	(500)
0001-34750507	LP-SECURITY SERVICE CHARGES	0.00	76.00	76.00	76
0001-34750601	PCH-MISCELLANEOUS RENTAL	0.00	1,386.00	3,720.00	3,720
0001-34750602	PCH-COMMUNITY ROOM RENTAL	0.00	950.00	3,200.00	3,200
0001-35150100	TRAFFIC FINES	90,000.00	21,062.41	90,000.00	0
0001-35150300	SCHOOL GROSSING GUARDS	27,500.00	514.49	27,500.00	0
0001-35400100	CODE VIOLATIONS	100,000.00	77,509.04	127,889.28	27,889
0001-36110000	INTEREST	60,000.00	18,567.34	44,723.64	(15,276)
0001-36200300	LIBRARY RENT	108,980.00	0.00	108,980.00	0
0001-36200501	CONCESSION RENT - PBP	0.00	281.01	1,124.04	1,124
0001-36602001	SPONSORER-GENERAL EVENTS	25,000.00	32,000.00	25,000.00	0
0001-36900100	GENERAL GOVERNMENT MISCELLANEOUS INCOME	376,000.00	130,464.92	376,000.00	0
0001-36900101	CONVENIENCE FEES	25,000.00	9,258.80	25,000.00	0
0001-36900400	VENDOR FEES	0.00	1,386.98	3,541.28	3,541
0001-36900503	UTILITY REIMBURSEMENT - LIBRARY	0.00	5,294.17	21,176.68	21,177
<b>TOTAL REVENUES</b>		<b>15,259,094.00</b>	<b>8,683,182.75</b>	<b>15,733,803</b>	<b>474,709</b>
<b>EXPENDITURES</b>					
<b>COUNCIL</b>					
0001-511-02-10-11002000	SALARIES AND WAGES EXECUTIVE	81,900.00	32,089.48	81,900	0
0001-511-02-10-21001000	PAYROLL TAXES	7,651.00	3,084.69	7,775	124
0001-511-02-10-22001000	RETIREMENT CONTRIBUTION	8,148.00	3,167.98	8,000	(148)
0001-511-02-10-23001000	HEALTH AND LIFE	25,500.00	9,273.32	26,000	500
0001-511-02-10-23002000	HEALTH ALLOWANCE	36,000.00	13,573.82	36,500	500
0001-511-02-30-40001000	TRAVEL AND PER DIEM	7,500.00	2,304.18	7,500	0
0001-511-02-30-52001000	GENERAL OPERATING SUPPLIES	2,500.00	80.00	2,500	0

0001-511-02-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSHIP	1,000.00	630.00	1,000	0
0001-511-02-30-55001000	PROFESSIONAL DEVELOPMENT	2,500.00	780.00	2,500	0
<b>TOTAL COUNCIL</b>		<b>172,699</b>	<b>64,983</b>	<b>173,675</b>	<b>976</b>
<b>VILLAGE MANAGER</b>					
0001-512-03-10-12001000	SALARIES AND WAGES REGULAR	247,589.00	130,022.86	359,684	112,095
0001-512-03-10-13001000	OTHER WAGES	4,000.00	1,367.17	60,000	56,000
0001-512-03-10-21001000	FICA TAXES	19,327.00	8,315.11	27,515	8,188
0001-512-03-10-22001000	RETIREMENT CONTRIBUTION	37,000.00	16,288.38	42,220	5,220
0001-512-03-10-23001000	HEALTH AND LIFE	42,000.00	17,278.22	42,000	0
0001-512-03-30-34002001	ADMINISTRATIVE TEMP	0.00	8,176.50	8,176	8,176
0001-512-03-30-40001000	TRAVEL AND PER DIEM	10,000.00	802.68	5,000	(5,000)
0001-512-03-30-40002000	EXPENSE REIMBURSEMENT ALLOWANCE	1,000.00	0.00	1,000	0
0001-512-03-30-52001000	GENERAL OPERATING SUPPLIES	1,500.00	306.91	1,500	0
0001-512-03-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSHIP	1,500.00	751.18	1,500	0
0001-512-03-30-55001000	PROFESSIONAL DEVELOPMENT	3,500.00	1,124.00	3,500	0
<b>TOTAL VILLAGE MANAGER</b>		<b>367,416</b>	<b>184,433</b>	<b>552,095</b>	<b>184,679</b>
<b>VILLAGE CLERK</b>					
0001-512-04-10-12001000	SALARIES AND WAGES REGULAR	161,695.00	60,018.67	161,695	0
0001-512-04-10-13001000	OTHER WAGES	4,000.00	1,255.72	1,255	(2,745)
0001-512-04-10-21001000	FICA TAXES	11,247.00	4,939.40	11,247	0
0001-512-04-10-22001000	RETIREMENT CONTRIBUTION	22,029.00	7,760.26	22,029	0
0001-512-04-10-23001000	HEALTH AND LIFE	38,870.00	12,151.03	28,650	(10,220)
0001-512-04-30-40001000	TRAVEL AND PER DIEM	3,000.00	703.96	3,000	0
0001-512-04-30-42001000	POSTAGE	0.00	470.40	2,500	2,500
0001-512-04-30-47002000	ORDINANCE CODIFICATION	5,000.00	350.00	5,000	0
0001-512-04-30-48001000	LEGAL ADVERTISING	25,000.00	6,575.83	25,000	0
0001-512-04-30-52001000	GENERAL OPERATING SUPPLIES	1,000.00	37.97	1,000	0
0001-512-04-30-52001001	PASSPORT SUPPLIES	3,500.00	325.90	3,500	0
0001-512-04-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSHIP	500.00	75.00	500	0
0001-512-04-30-55001000	PROFESSIONAL DEVELOPMENT	1,000.00	115.00	1,000	0
<b>TOTAL VILLAGE CLERK</b>		<b>276,841</b>	<b>94,779</b>	<b>266,376</b>	<b>(10,465)</b>
<b>FINANCE</b>					
0001-513-06-10-12001000	SALARIES AND WAGES REGULAR	247,043.00	99,999.98	247,043	0
0001-513-06-10-12002000	PART TIME SALARIES AND WAGES	0.00	328.70	329	329
0001-513-06-10-13001000	OTHER WAGES	4,000.00	4,590.09	4,590	590
0001-513-06-10-14001000	REGULAR OVERTIME	0.00	19.25	20	20
0001-513-06-10-21001000	FICA TAXES	18,898.00	7,430.10	18,898	0
0001-513-06-10-22001000	RETIREMENT CONTRIBUTION	29,645.00	11,845.58	29,645	0
0001-513-06-10-23001000	HEALTH AND LIFE	50,325.00	17,381.35	39,480	(10,845)
0001-513-06-30-32002000	AUDITING SERVCIES	50,000.00	3,400.00	63,400	13,400
0001-513-06-30-40001000	TRAVEL AND PER DIEM	4,000.00	2,205.96	4,000	0
0001-513-06-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSHIP	750.00	200.00	750	0
0001-513-06-30-55001000	PROFESSIONAL DEVELOPMENT	2,000.00	645.00	2,000	0
<b>TOTAL FINANCE</b>		<b>406,661</b>	<b>148,046</b>	<b>410,155</b>	<b>3,494</b>
<b>HUMAN RESOURCES</b>					
0001-513-43-10-12001000	SALARIES AND WAGES REGULAR	158,991.00	45,683.44	134,991	(24,000)
0001-513-43-10-21001000	FICA TAXES	12,156.00	3,362.14	12,156	0
0001-513-43-10-22001000	RETIREMENT CONTRIBUTION	19,079.00	5,465.18	19,079	0
0001-513-43-10-23001000	HEALTH AND LIFE	42,974.00	13,253.43	30,650	(12,324)
0001-513-43-30-31002001	GENERAL SERVICES	5,000.00	4,700.00	5,000	0
0001-513-43-30-34002001	ADMINISTRATIVE TEMP	0.00	8,644.22	24,000	24,000
0001-513-43-30-40001000	TRAVEL AND PER DIEM	2,000.00	226.70	2,000	0
0001-513-43-30-48002000	RECRUITMENT	2,000.00	443.75	2,000	0
0001-513-43-30-48006000	VILLAGE BROADCASTING	45,000.00	18,997.62	50,000	5,000

0001-513-43-30-52001000	GENERAL OPERATING SUPPLIES	2,000.00	0.00	2,000	0
0001-513-43-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSH	1,000.00	742.00	1,000	0
0001-513-43-30-55001000	PROFESSIONAL DEVELOPMENT	1,000.00	639.00	1,000	0
0001-513-43-30-55002000	PERSONNEL TRAINING	7,500.00	12.99	7,500	0
<b>TOTAL HUMAN RESOURCES</b>		<b>298,700</b>	<b>102,170</b>	<b>291,376</b>	<b>(7,324)</b>
<b>VILLAGE ATTORNEY</b>					
0001-514-05-10-12001000	SALARIES AND WAGES REGULAR	0.00	29,600.00	100,000	100,000
0001-514-05-10-21001000	FICA TAXES	0.00	2,264.41	7,650	7,650
0001-514-05-10-22001000	RETIREMENT CONTRIBUTION	0.00	3,552.00	7,800	7,800
0001-514-05-30-31001001	GENERAL LEGAL	130,000.00	11,750.33	40,000	(90,000)
0001-514-05-30-31001002	ZONING APPLICATIONS	0.00	2,002.00	2,002	2,002
0001-514-05-30-31001005	LITIGATION RESERVE	30,000.00	23,931.93	10,000	(20,000)
<b>TOTAL VILLAGE ATTORNEY</b>		<b>160,000</b>	<b>73,101</b>	<b>167,452</b>	<b>7,452</b>
<b>PLANNING AND ZONING</b>					
0001-515-07-10-12001000	SALARIES AND WAGES REGULAR	221,363			
0001-515-07-10-21001000	FICA TAXES	16,935			
0001-515-07-10-22001000	RETIREMENT CONTRIBUTION	26,564			
0001-515-07-10-23001000	HEALTH AND LIFE	37,375			
0001-514-05-30-31001001	GENERAL LEGAL	15,000			
0001-514-05-30-31001002	ZONING APPLICATIONS	25,000			
0001-515-07-30-31002001	GENERAL SERVICES	300,000			
0001-515-07-30-34002001	ADMINISTRATIVE TEMP	12,000			
0001-515-07-30-40001000	TRAVEL AND PER DIEM	2,000			
0001-519-01-30-42001000	POSTAGE	3,000			
0001-512-04-30-48001000	LEGAL ADVERTISING	2,500			
0001-519-01-30-51001000	OFFICE SUPPLIES-GENERAL	4,000			
0001-515-07-30-52001000	GENERAL OPERATING SUPPLIES	2,000			
0001-515-07-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSH	960			
0001-515-07-30-55001000	PROFESSIONAL DEVELOPMENT	25,000			
<b>TOTAL PLANNING AND ZONING</b>		<b>693,697</b>		<b>693,697</b>	<b>Move Planning and Zoning Department from Building and Permitting</b>
<b>GENERAL GOVERNMENT</b>					
0001-519-01-30-24001000	WORKERS' COMPENSATION	30,500.00	16,590.06	33,180	2,680
0001-519-01-30-25001000	FLORIDA UNEMPLOYMENT COMPENSATION	1,000.00	0.00	1,000	0
0001-519-01-30-31002001	GENERAL SERVICES	30,000.00	14,624.90	150,000	120,000
0001-519-01-30-31003001	IT CONSULTANT	8,500.00	3,900.00	8,500	0
0001-519-01-30-31003002	WEB SERVICES	39,000.00	9,312.55	39,000	0
0001-519-01-30-31004001	STATE LOBBYIST	10,000.00	0.00	10,000	0
0001-519-01-30-34002001	ADMINISTRATIVE TEMP	0.00	1,427.02	1,000	1,000
0001-519-01-30-40003000	LEGISLATIVE TRAVEL	12,000.00	6,046.58	12,000	0
0001-519-01-30-41001000	TELEPHONE SERVICE	28,000.00	10,278.12	28,000	0
0001-519-01-30-41002000	INTERNET SERVICE	18,000.00	6,432.44	18,000	0
0001-519-01-30-42001000	POSTAGE	2,000.00	565.03	2,000	0
0001-519-01-30-42002000	DELIVERY	1,000.00	543.71	1,000	0
0001-519-01-30-43001000	ELECTRIC	30,000.00	10,128.29	32,000	2,000
0001-519-01-30-43002000	WATER	4,500.00	1,600.14	4,500	0
0001-519-01-30-44003001	PHOTOCOPIER RENTAL	18,000.00	7,207.43	20,000	2,000
0001-519-01-30-44005000	VEHICLE LEASE	81,000.00	0.00	81,000	0
0001-519-01-30-45001000	GENREAL LIABILITY	68,000.00	39,801.22	80,000	12,000
0001-519-01-30-45002000	AUTOMOBILE	2,500.00	1,171.00	2,500	0
0001-519-01-30-45003000	PROPERTY	165,000.00	80,918.10	165,000	0
0001-519-01-30-47001000	PRINTING AND BINDING	4,000.00	2,022.64	4,000	0
<b>TOTAL GENERAL GOVERNMENT</b>		<b>693,697</b>	<b>134,400</b>	<b>693,697</b>	<b>134,400</b>
<b>TOTAL GENERAL GOVERNMENT</b>		<b>693,697</b>	<b>134,400</b>	<b>693,697</b>	<b>134,400</b>
<b>GENERAL GOVERNMENT</b>					
0001-519-01-30-24001000	WORKERS' COMPENSATION	30,500.00	16,590.06	33,180	2,680
0001-519-01-30-25001000	FLORIDA UNEMPLOYMENT COMPENSATION	1,000.00	0.00	1,000	0
0001-519-01-30-31002001	GENERAL SERVICES	30,000.00	14,624.90	150,000	120,000
0001-519-01-30-31003001	IT CONSULTANT	8,500.00	3,900.00	8,500	0
0001-519-01-30-31003002	WEB SERVICES	39,000.00	9,312.55	39,000	0
0001-519-01-30-31004001	STATE LOBBYIST	10,000.00	0.00	10,000	0
0001-519-01-30-34002001	ADMINISTRATIVE TEMP	0.00	1,427.02	1,000	1,000
0001-519-01-30-40003000	LEGISLATIVE TRAVEL	12,000.00	6,046.58	12,000	0
0001-519-01-30-41001000	TELEPHONE SERVICE	28,000.00	10,278.12	28,000	0
0001-519-01-30-41002000	INTERNET SERVICE	18,000.00	6,432.44	18,000	0
0001-519-01-30-42001000	POSTAGE	2,000.00	565.03	2,000	0
0001-519-01-30-42002000	DELIVERY	1,000.00	543.71	1,000	0
0001-519-01-30-43001000	ELECTRIC	30,000.00	10,128.29	32,000	2,000
0001-519-01-30-43002000	WATER	4,500.00	1,600.14	4,500	0
0001-519-01-30-44003001	PHOTOCOPIER RENTAL	18,000.00	7,207.43	20,000	2,000
0001-519-01-30-44005000	VEHICLE LEASE	81,000.00	0.00	81,000	0
0001-519-01-30-45001000	GENREAL LIABILITY	68,000.00	39,801.22	80,000	12,000
0001-519-01-30-45002000	AUTOMOBILE	2,500.00	1,171.00	2,500	0
0001-519-01-30-45003000	PROPERTY	165,000.00	80,918.10	165,000	0
0001-519-01-30-47001000	PRINTING AND BINDING	4,000.00	2,022.64	4,000	0
<b>TOTAL GENERAL GOVERNMENT</b>		<b>693,697</b>	<b>134,400</b>	<b>693,697</b>	<b>134,400</b>
<b>TOTAL GENERAL GOVERNMENT</b>		<b>693,697</b>	<b>134,400</b>	<b>693,697</b>	<b>134,400</b>

0001-519-01-30-48003000	VILLAGE PROMOTION	0.00	4,125.78	40,000	40,000	Orchids
0001-519-01-30-48007000	SPONSORSHIPS/DONATIONS	0.00	1,650.00	5,000	5,000	
0001-519-01-30-49003000	FINANCIAL FEES/BANK CHARGES	30,000.00	11,792.09	35,000	5,000	
0001-519-01-30-49006001	PROPERTY DAMAGE	0.00	860.00	860	860	
0001-519-01-30-51001000	OFFICE SUPPLIES-GENERAL	20,000.00	5,294.60	20,000	0	
0001-519-01-30-52001000	GENERAL OPERATING SUPPLIES	75,000.00	34,965.97	75,000	0	
0001-519-01-30-52004000	FURNITURE AND EQUIPMENT	20,000.00	5,015.16	20,000	0	
0001-519-01-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSHIP	8,000.00	4,498.00	8,500	500	
0001-519-01-30-54002000	SOFTWARE LICENSING AND MAINTENANCE	112,000.00	90,759.01	120,000	8,000	
0001-519-01-30-99001000	CONTINGENCIES	0.00	0.00	50,000	50,000	
0001-519-01-70-71001000	FLC-LIBRARY BOND	77,508.00	0.00	77,508	0	
0001-519-01-70-71005000	FLC-VILLAGE HALL BUILDOUT	370,000.00	0.00	0	(370,000)	Refinance bond
0001-519-01-70-71006000	QNIP	9,634.00	9,633.50	9,634	0	
0001-519-01-70-72001000	FLC-LIBRARY BOND	22,664.00	0.00	22,664	0	
0001-519-01-70-72005000	FLC-VILLAGE HALL BUILDOUT	532,840.00	0.00	266,420	(266,420)	Refinance bond
0001-519-01-70-72006000	QNIP	1,943.00	1,943.00	1,943	0	
<b>TOTAL GENERAL GOVERNMENT</b>		<b>1,832,589</b>	<b>383,106</b>	<b>1,445,209</b>	<b>(387,380)</b>	
<b>FACILITIES AND MAINTENANCE</b>						
0001-519-13-30-34003002	WASTE HAULERS	20,000.00	9,973.48	24,000	4,000	
0001-519-13-30-46001001	LANDSCAPE MAINTENANCE	25,000.00	13,620.68	43,000	18,000	
0001-519-13-30-46002001	FACILITIES MAINTENANCE - GENERAL	35,000.00	23,303.88	50,000	15,000	
0001-519-13-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	550.00	200.00	550	0	
0001-519-13-30-46004000	EQUIPMENT MAINTENANCE	10,000.00	309.14	10,000	0	
0001-519-14-30-34003002	WASTE HAULERS	21,000.00	8,568.94	21,000	0	
0001-519-14-30-46001001	LANDSCAPE MAINTENANCE	17,000.00	8,301.53	24,500	7,500	
0001-519-14-30-46002001	FACILITIES MAINTENANCE - GENERAL	43,000.00	18,639.73	49,000	6,000	
0001-519-14-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	400.00	144.00	400	0	
0001-519-14-30-46004000	EQUIPMENT MAINTENANCE	5,000.00	40.00	5,000	0	
0001-519-15-30-34003002	WASTE HAULERS	7,500.00	3,429.66	8,000	500	
0001-519-15-30-46001001	LANDSCAPE MAINTENANCE	4,000.00	171.54	3,000	(1,000)	
0001-519-15-30-46002001	FACILITIES MAINTENANCE - GENERAL	8,000.00	850.67	5,000	(3,000)	
0001-519-15-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	8,000.00	5,234.08	13,000	5,000	
0001-519-16-30-34003002	WASTE HAULERS	7,500.00	3,146.69	12,000	4,500	
0001-519-16-30-46001001	LANDSCAPE MAINTENANCE	15,000.00	6,724.26	15,000	0	
0001-519-16-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	500.00	152.00	500	0	
0001-519-16-30-46004000	EQUIPMENT MAINTENANCE	2,500.00	103.27	2,500	0	
0001-519-17-30-46001001	LANDSCAPE MAINTENANCE	2,000.00	1,152.00	3,000	1,000	
0001-519-17-30-46002001	FACILITIES MAINTENANCE - GENERAL	13,000.00	2,864.72	13,000	0	
0001-519-17-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	100.00	40.00	100	0	
0001-519-30-34003001	JANITORIAL	0.00	748.00	2,500	2,500	
0001-519-30-34003002	WASTE HAULERS	500.00	0.00	500	0	
0001-519-30-30-46001001	LANDSCAPE MAINTENANCE	5,000.00	1,600.00	5,000	0	
0001-519-30-30-46002001	FACILITIES MAINTENANCE - GENERAL	5,000.00	422.61	5,000	0	
0001-519-30-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	500.00	0.00	500	0	
0001-519-49-10-12001000	SALARIES AND WAGES REGULAR	677,827.00	164,877.60	420,660	(257,167)	Eliminate 5 vacancies to fund Parks
0001-519-49-10-12002000	PART TIME SALARIES AND WAGES	0.00	21,991.13	67,167	67,167	
0001-519-49-10-13001000	OTHER WAGES	3,000.00	1,998.53	2,000	(1,000)	
0001-519-49-10-14001000	REGULAR OVERTIME	10,000.00	510.52	5,000	(5,000)	
0001-519-49-10-21001000	FICA TAXES	51,854.00	14,350.05	37,318	(14,536)	
0001-519-49-10-22001000	RETIREMENT CONTRIBUTION	81,339.00	19,318.41	50,500	(30,839)	
0001-519-49-10-23001000	HEALTH AND LIFE	239,200.00	51,100.99	134,550	(104,650)	Eliminate 5 vacancies to fund Parks
0001-519-49-30-34003001	JANITORIAL	45,000.00	10,530.00	45,000	0	
0001-519-49-30-34003002	WASTE HAULERS	6,000.00	1,624.70	6,000	0	
0001-519-49-30-34008000	ALARM MONITORING	750.00	1,344.75	5,500	4,750	

0001-519-49-30-40001000	TRAVEL AND PER DIEM	750.00	0.00	750	0
0001-519-49-30-46001001	LANDSCAPE MAINTENANCE	32,500.00	24,115.50	32,500	0
0001-519-49-30-46002001	FACILITIES MAINTENANCE - GENERAL	60,000.00	9,777.30	60,000	0
0001-519-49-30-46002002	FACILITIES MAINTENANCE - REPAIRS	15,000.00	850.00	15,000	0
0001-519-49-30-46002003	FACILITIES MAINTENANCE - PEST CONTROL	500.00	170.00	500	0
0001-519-49-30-46003000	VEHICLE MAINTENANCE	6,500.00	972.12	6,500	0
0001-519-49-30-46004000	EQUIPMENT MAINTENANCE	5,000.00	584.50	5,000	0
0001-519-49-30-51001000	OFFICE SUPPLIES-GENERAL	500.00	129.00	500	0
0001-519-49-30-52001000	GENERAL OPERATING SUPPLIES	9,000.00	1,347.62	9,000	0
0001-519-49-30-52002000	UNIFORMS AND BADGES	1,000.00	0.00	1,000	0
0001-519-49-30-52003003	FLEET OPERATIONS	20,000.00	3,621.88	20,000	0
0001-519-49-30-52004000	FURNITURE AND EQUIPMENT	2,000.00	0.00	2,000	0
0001-519-49-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSH	500.00	0.00	500	0
0001-519-49-30-55001000	PROFESSIONAL DEVELOPMENT	1,000.00	0.00	1,000	0
<b>TOTAL FACILITIES AND MAINTENANCE</b>		<b>1,525,270</b>	<b>438,955</b>	<b>1,243,995</b>	<b>(281,275)</b>
<b>POLICE</b>					
0001-521-09-30-34004001	PATROL OFFICERS	8,185,000.00	2,159,595.61	8,185,000.00	
0001-521-09-30-34004003	SCHOOL CROSSING GUARDS	95,000.00	24,449.38	95,000.00	
0001-521-09-30-40001000	TRAVEL AND PER DIEM	2,000.00	2,001.00	2,000.00	
0001-521-09-30-44003001	PHOTOCOPIER RENTAL	3,200.00	612.74	3,200.00	
0001-521-09-30-46004000	EQUIPMENT MAINTENANCE	2,500.00	379.50	2,500.00	
0001-521-09-30-47001000	PRINTING AND BINDING	200.00	0.00	200.00	
0001-521-09-30-48004000	OFFICER FRIENDLY	5,000.00	4,670.57	5,000.00	
0001-521-09-30-51001000	OFFICE SUPPLIES-GENERAL	4,000.00	823.58	4,000.00	
0001-521-09-30-52001000	GENERAL OPERATING SUPPLIES	5,000.00	1,919.26	5,000.00	
0001-521-09-30-52002000	UNIFORMS AND BADGES	1,000.00	1,047.50	1,000.00	
0001-521-09-30-52004000	FURNITURE AND EQUIPMENT	750.00	0.00	750.00	
0001-521-09-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSH	750.00	50.00	750.00	
0001-521-09-30-55001000	PROFESSIONAL DEVELOPMENT	1,500.00	530.00	1,500.00	
0001-521-09-30-99001000	CONTINGENCIES	3,100.00	0.00	3,100.00	
<b>TOTAL POLICE</b>		<b>8,309,000</b>	<b>2,196,079</b>	<b>8,309,000</b>	<b>0</b>
<b>PARK AND RECREATION</b>					
0001-572-12-10-12001000	SALARIES AND WAGES REGULAR	190,486.00	49,080.53	115,486	(75,000) Reallocate Parks Manager
0001-572-12-10-13001000	OTHER WAGES	1,000.00	1,937.76	1,937	937
0001-572-12-10-14001000	REGULAR OVERTIME	0.00	870.21	1,000	1,000
0001-572-12-10-21001000	FICA TAXES	8,835.00	3,950.74	8,835	0
0001-572-12-10-22001000	RETIREMENT CONTRIBUTION	13,858.00	5,590.12	13,858	0
0001-572-12-10-23001000	HEALTH AND LIFE	26,910.00	11,250.26	26,910	0
0001-572-12-30-31002001	GENERAL SERVICES	500.00	0.00	500	0
0001-572-12-30-34002001	ADMINISTRATIVE TEMP	1,500.00	0.00	1,500	0
0001-572-12-30-40001000	TRAVEL AND PER DIEM	1,000.00	0.00	1,000	0
0001-572-12-30-47001000	PRINTING AND BINDING	20,000.00	950.00	20,000	0
0001-572-12-30-48005000	SPECIAL EVENTS	135,000.00	79,865.99	135,000	0
0001-572-12-30-52001000	GENERAL OPERATING SUPPLIES	1,000.00	494.32	1,000.00	0
0001-572-12-30-52002000	UNIFORMS AND BADGES	4,000.00	960.00	4,000.00	0
0001-572-12-30-54001000	PUBLICATIONS SUBSCRIPT MEMBRSH	1,000.00	89.85	1,000.00	0
0001-572-12-30-55001000	PROFESSIONAL DEVELOPMENT	1,000.00	0.00	1,000.00	0
0001-572-13-10-12001000	SALARIES AND WAGES REGULAR	96,536.00	39,579.94	96,536	0
0001-572-13-10-12002000	PART TIME SALARIES AND WAGES	97,287.00	37,001.07	140,549	43,262 Restore Part Time hours
0001-572-13-10-12003000	TEMPORARY SALARIES AND WAGES	72,000.00	0.00	72,000	0
0001-572-13-10-13001000	OTHER WAGES	2,000.00	3,023.99	3,024	1,024
0001-572-13-10-14001000	REGULAR OVERTIME	0.00	768.94	1,000	1,000
0001-572-13-10-21001000	FICA TAXES	20,216.00	6,132.80	19,936	(280)
0001-572-13-10-22001000	RETIREMENT CONTRIBUTION	15,309.00	4,563.58	11,584	(3,725)

0001-572-13-10-23001000 HEALTH AND LIFE	23,173.00	6,641.43	15,180	(7,993)	
0001-572-13-30-34002003 SECURITY SERVICES	10,000.00	19,037.50	60,000	50,000	Keeping security service
0001-572-13-30-34008000 ALARM MONITORING	2,000.00	1,038.73	2,000	0	
0001-572-13-30-41001000 TELEPHONE SERVICE	4,000.00	1,883.97	4,750	750	
0001-572-13-30-43001000 ELECTRIC	20,000.00	6,268.40	20,000	0	
0001-572-13-30-43002000 WATER	3,500.00	1,654.71	3,500	0	
0001-572-13-30-44003000 EVENT RENTAL SUPPLIES	27,365.00	7,642.64	27,365	0	
0001-572-13-30-52001000 GENERAL OPERATING SUPPLIES	28,000.00	9,899.20	28,000	0	
0001-572-13-30-52004000 FURNITURE AND EQUIPMENT	5,000.00	0.00	5,000	0	
0001-572-13-30-52005001 SUMMER CAMP SUPPLIES	35,000.00	0.00	35,000	0	
0001-572-14-10-12001000 SALARIES AND WAGES REGULAR	56,792.00	50,656.86	86,182	29,390	Reallocate Parks Manager
0001-572-14-10-12002000 PART TIME SALARIES AND WAGES	72,319.00	48,607.14	151,072	78,753	Restore Part Time hours
0001-572-14-10-13001000 OTHER WAGES	0.00	884.42	1,000	1,000	
0001-572-14-10-14001000 REGULAR OVERTIME	0.00	884.49	1,000	1,000	
0001-572-14-10-21001000 FICA TAXES	14,325.00	7,731.70	18,150	3,825	
0001-572-14-10-22001000 RETIREMENT CONTRIBUTION	9,765.00	5,897.56	10,341	576	
0001-572-14-10-23001000 HEALTH AND LIFE	14,750.00	6,207.83	14,750	0	
0001-572-14-30-34002003 SECURITY SERVICES	10,000.00	15,262.50	49,000	39,000	Keeping security service
0001-572-14-30-34008000 ALARM MONITORING	2,100.00	1,248.38	2,100.00	0	
0001-572-14-30-41001000 TELEPHONE SERVICE	2,000.00	1,223.71	2,000.00	0	
0001-572-14-30-41002000 INTERNET SERVICE	2,000.00	1,106.45	2,000.00	0	
0001-572-14-30-43001000 ELECTRIC	31,000.00	10,810.53	31,000.00	0	
0001-572-14-30-43002000 WATER	3,000.00	408.28	3,000.00	0	
0001-572-14-30-52001000 GENERAL OPERATING SUPPLIES	20,000.00	7,689.52	20,000.00	0	
0001-572-14-30-52004000 FURNITURE AND EQUIPMENT	500.00	0.00	500.00	0	
0001-572-14-30-52005002 CONCESSION SUPPLIES	1,000.00	0.00	1,000.00	0	
0001-572-14-30-52005003 TOURNAMENT/LEAGUE EXPENDITURES	1,000.00	13,629.11	25,000.00	24,000	
0001-572-15-30-41002000 INTERNET SERVICE	1,650.00	509.10	1,650.00	0	
0001-572-15-30-43001000 ELECTRIC	3,000.00	1,258.90	3,000.00	0	
0001-572-15-30-43002000 WATER	500.00	74.29	500.00	0	
0001-572-15-30-52001000 GENERAL OPERATING SUPPLIES	7,500.00	0.00	7,500.00	0	
0001-572-16-10-12001000 SALARIES AND WAGES REGULAR	56,447.00	41,026.31	125,768	69,321	Restore Reservation Specialist and reallocate Parks Manager
0001-572-16-10-12002000 PART TIME SALARIES AND WAGES	28,464.00	15,852.29	48,964	20,500	Restore Part Time hours
0001-572-16-10-13001000 OTHER WAGES	0.00	2,002.85	2,003	2,003	
0001-572-16-10-14001000 REGULAR OVERTIME	0.00	1,787.37	1,532	1,532	
0001-572-16-10-21001000 FICA TAXES	6,325.00	4,603.15	13,367	7,042	
0001-572-16-10-22001000 RETIREMENT CONTRIBUTION	6,500.00	4,759.54	15,092	8,592	
0001-572-16-10-23001000 HEALTH AND LIFE	16,435.00	9,772.32	38,869	22,434	
0001-572-16-30-34002002 VALET SERVICES	35,500.00	14,017.25	35,500.00	0	
0001-572-16-30-34002003 SECURITY SERVICES	22,000.00	8,210.50	22,000.00	0	
0001-572-16-30-34008000 ALARM MONITORING	2,200.00	599.88	2,200.00	0	
0001-572-16-30-41001000 TELEPHONE SERVICE	3,000.00	2,067.04	6,000.00	3,000	
0001-572-16-30-41002000 INTERNET SERVICE	3,200.00	1,670.71	5,250.00	2,050	
0001-572-16-30-43001000 ELECTRIC	11,000.00	3,947.82	11,000.00	0	
0001-572-16-30-43002000 WATER	1,200.00	479.41	1,200.00	0	
0001-572-16-30-44003002 EVENT EQUIPMENT/SUPPLY RENTAL	3,500.00	0.00	3,500.00	0	
0001-572-16-30-44003003 EVENT PARKING RENTAL	24,000.00	7,200.00	24,000.00	0	
0001-572-16-30-48003000 VILLAGE PROMOTION	0.00	200.00	200.00	200	
0001-572-16-30-48005001 COMMUNITY EDUCATIONAL CLASSES/LECTURES	4,000.00	1,290.00	4,000.00	0	
0001-572-16-30-52001000 GENERAL OPERATING SUPPLIES	10,000.00	6,942.40	15,000.00	5,000	
0001-572-16-30-52004000 FURNITURE AND EQUIPMENT	5,000.00	0.00	5,000.00	0	
0001-572-17-10-12001000 SALARIES AND WAGES REGULAR	50,629.00	24,704.29	59,345	8,716	Restore Reservation Specialist and Parks Manager

	30,603	12,969.99	22,725.00	7,878	Restore Part Time hours
0001-572-17-10-12002000 PART TIME SALARIES AND WAGES	1,257	0.00	0.00	1,257	
0001-572-17-10-13001000 OTHER WAGES	1,275	0.00	0.00	1,275	
0001-572-17-10-14001000 REGULAR OVERTIME	6,881	6,400.00	6,400.00	481	
0001-572-17-10-21001000 FICA TAXES	7,121	5,829.16	5,829.16	1,321	
0001-572-17-10-22001000 RETIREMENT CONTRIBUTION	16,445	13,500.00	13,500.00	2,945	
0001-572-17-10-23001000 HEALTH AND LIFE	1,800.00	1,800.00	1,800.00	0	
0001-572-17-30-34008000 ALARM MONITORING	1,800.00	1,800.00	1,800.00	0	
0001-572-17-30-41001000 TELEPHONE SERVICE	2,000.00	2,000.00	2,000.00	0	
0001-572-17-30-41002000 INTERNET SERVICE	18,000.00	18,000.00	18,000.00	0	
0001-572-17-30-43001000 ELECTRIC	4,000.00	4,000.00	4,000.00	0	
0001-572-17-30-43002000 WATER	800.00	800.00	800.00	0	
0001-572-17-30-52001000 GENERAL OPERATING SUPPLIES	1,000.00	1,000.00	1,000.00	0	
0001-572-17-30-52004000 FURNITURE AND EQUIPMENT	10.00	9.34	0.00	10	
0001-572-18-10-12001000 SALARIES AND WAGES REGULAR	58,409.00	58,409.00	58,409.00	0	
0001-572-18-10-12002000 PART TIME SALARIES AND WAGES	0.00	0.00	0.00	0	
0001-572-18-10-12003000 TEMPORARY SALARIES AND WAGES	30,500.00	3,000.00	3,000.00	27,500	Summer Camp
0001-572-18-10-14001000 REGULAR OVERTIME	0.00	0.00	0.00	0	
0001-572-18-10-21001000 FICA TAXES	4,100.00	4,100.00	4,100.00	0	
0001-572-18-30-34009001 COACHES-TENNIS	120,000.00	41,935.46	120,000.00	0	
0001-572-18-30-34009003 COACHES-AFTER SCHOOL	7,500.00	900.00	7,500.00	0	
0001-572-18-30-34009004 COACHES-TENNIS CAMP	20,000.00	900.00	7,500.00	15,000	Summer Camp
0001-572-18-30-41002000 INTERNET SERVICE	3,000.00	1,353.79	3,000.00	0	
0001-572-18-30-43001000 ELECTRIC	10,000.00	5,695.25	10,000.00	0	
0001-572-18-30-52001000 GENERAL OPERATING SUPPLIES	1,000.00	235.15	1,000.00	0	
0001-572-18-30-52005004 TENNIS SUMMER CAMP SUPPLIES	500.00	0.00	500.00	0	
0001-572-30-30-34002003 SECURITY SERVICES	5,000.00	1,098.50	5,000.00	0	
0001-572-30-30-34008000 ALARM MONITORING	750.00	911.82	750.00	0	
0001-572-30-30-43001000 ELECTRIC	3,025.00	762.43	3,025.00	0	
0001-572-30-30-43002000 WATER	1,400.00	180.52	1,400.00	0	
0001-572-30-30-44002000 RENTAL MUNICIPAL FACILITIES	6,100.00	2,570.08	6,100.00	0	
0001-572-30-30-52001000 GENERAL OPERATING SUPPLIES	4,000.00	752.53	4,000.00	0	
0001-572-30-30-52004000 FURNITURE AND EQUIPMENT	500.00	0.00	500.00	0	
<b>TOTAL PARKS AND RECREATION</b>	<b>2,117,761.00</b>	<b>747,639.91</b>	<b>1,721,185.00</b>	<b>396,576</b>	
<b>TOTAL REVENUES</b>	<b>15,733,803</b>	<b>8,683,182.75</b>	<b>15,259,094.00</b>	<b>474,709</b>	
<b>TOTAL EXPENDITURES</b>	<b>15,670,791</b>	<b>4,433,293.64</b>	<b>15,070,361.00</b>	<b>600,430</b>	
<b>GRAND EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>63,012</b>	<b>4,249,889.11</b>	<b>188,733.00</b>		

## ATTACHMENT B

POSITION SUMMARY		FY 16-17 Final		FY 17-18 Final		FY 18-19 Final		FY 19-20 Adopted		FY 19-20 Amended	
<b>VILLAGE POSITIONS</b>											
<b>Village Council</b>	Mayor & Council	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0	5.0	0.0
<b>Total Council Positions</b>		<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>
<b>Departments</b>	Office of the Village Manager	0.0	6.0	0.0	6.0	0.0	6.0	0.0	5.0	0.0	6.0
	Office of the Village Clerk	0.0	2.0	0.0	2.0	0.0	3.0	0.0	3.0	0.0	3.0
	Finance Department	0.0	6.0	0.0	6.0	1.0	6.0	0.0	7.0	0.0	7.0
	Human Resources & Communications	1.0	4.0	0.0	4.0	0.0	4.0	1.0	4.0	1.0	4.0
	Parks & Recreation	23.0	8.0	23.0	8.0	24.0	8.0	23.0	7.0	23.0	8.0
	Planning and Zoning	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0
	Community & Economic Development	0.0	15.0	0.0	16.0	0.0	16.0	0.0	16.0	0.0	13.0
	Public Services	6.0	17.0	7.0	18.0	6.0	19.0	0.0	28.0	4.0	21.0
<b>Total Village Positions</b>		<b>30.0</b>	<b>58.0</b>	<b>30.0</b>	<b>60.0</b>	<b>31.0</b>	<b>62.0</b>	<b>24.0</b>	<b>70.0</b>	<b>28.0</b>	<b>65.0</b>
<b>CONTRACTUAL POSITIONS</b>											
<b>Departments</b>	Office of the Village Attorney	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0	1.0	0.0
	Community & Economic Development	5.0	0.0	6.0	0.0	6.0	0.0	6.0	0.0	6.0	0.0
	Palmetto Bay Policing Unit	0.0	47.0	0.0	45.0	0.0	45.0	0.0	45.0	0.0	45.0
<b>Total Contractual Positions</b>		<b>6.0</b>	<b>47.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>
<b>SUMMARY</b>											
<b>Total Council Positions</b>		<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>0.0</b>
<b>Total Village Positions</b>		<b>30.0</b>	<b>58.0</b>	<b>30.0</b>	<b>60.0</b>	<b>31.0</b>	<b>62.0</b>	<b>24.0</b>	<b>70.0</b>	<b>28.0</b>	<b>65.0</b>
<b>Total Contractual Positions</b>		<b>6.0</b>	<b>47.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>	<b>7.0</b>	<b>45.0</b>

Procurement Specialist

Park Manager  
Moved from Comm & Econ  
P&Z separated

Reduce 5 vacant Maintenance and 2 Grounds workers. Add 4 PT Grounds worker



# ITEM 13C



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To: Honorable Mayor and Village Council

Date: May 4, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: 2010 Bond Refinancing

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**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE BORROWING OF MONEY AND THE INCURRENCE OF DEBT IN AN AMOUNT NOT TO EXCEED \$13,000,000, FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF AN OUTSTANDING LOAN PREVIOUSLY UNDERTAKEN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL BY THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AUTHORITY TO ENACT THE ORDINANCE; PROVIDING FOR AUTHORITY TO UNDERTAKE A LOAN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL FOR THE PURPOSE OF REFINANCING SAID OUTSTANDING LOAN; PROVIDING FOR AUTHORIZATION OF THE INTERIM VILLAGE MANAGER AND VILLAGE FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY IN ORDER TO REFINANCE SAID OUTSTANDING LOAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)***

**BACKGROUND AND ANALYSIS:**

The Council approved in 2010 a \$14,780,000 4.64% bond with the Florida League of Cities pooled bond program to consolidate debt and build the Village Hall. The bond contract has a call provision that would allow the Village to refinance the bonds on October 1, 2020. Based on an estimated 2.44% interest rate and with the original maturity date

which is in 20 years the League estimates the Village's net present value savings to be approximately \$2 million dollars by refinancing.

**BUDGET AND FISCAL IMPACT:**

The expected debt service cost for refinancing the bonds is estimated at \$739,625 which is approximately \$161,196 less than the current \$900,822 annual payment.

**RECOMMENDATION:**

Approval is recommended.

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ORDINANCE NO. 2020-\_\_\_\_\_

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AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE BORROWING OF MONEY AND THE INCURRENCE OF DEBT IN AN AMOUNT NOT TO EXCEED \$13,000,000, FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF AN OUTSTANDING LOAN PREVIOUSLY UNDERTAKEN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL BY THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AUTHORITY TO ENACT THE ORDINANCE; PROVIDING FOR AUTHORITY TO UNDERTAKE A LOAN FROM THE FLORIDA MUNICIPAL LOAN COUNCIL FOR THE PURPOSE OF REFINANCING SAID OUTSTANDING LOAN; PROVIDING FOR AUTHORIZATION OF THE INTERIM VILLAGE MANAGER AND VILLAGE FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY IN ORDER TO REFINANCE SAID OUTSTANDING LOAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

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**WHEREAS**, participating governmental units have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for the financing or refinancing of qualified projects, and

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**WHEREAS**, the Village of Palmetto Bay, Florida (the "Borrower"), a municipal corporation, is duly created and existing pursuant to the Constitution and laws of the State of Florida (the "State"), and

**WHEREAS**, on August 25, 2010, the Borrower executed and delivered that certain Loan Agreement, by and between the Borrower and the Council, dated as of August 1, 2010, whereby the Council loaned to the Borrower the principal amount of \$14,780,000 (the "Refunded Loan"), for

37 the purpose of financing certain capital improvements to Village Hall and  
38 refinancing certain promissory notes issued by the Borrower; and

39  
40 **WHEREAS**, the Borrower has determined that it is in the best  
41 financial interest of the Borrower and is financially necessary and desirable  
42 and in the best interest of the Borrower to borrow funds to refinance the  
43 Refunded Loan in order to take advantage of lower interest rates and  
44 realize debt service savings; and

45  
46 **WHEREAS**, the Borrower has determined that refinancing the  
47 Refunded Loan through a financing program of the Council, which regularly  
48 undertakes projects requiring significant debt financing within the State,  
49 would provide for low cost refinancing of the Refunded Loan through  
50 administrative support and access to experience and knowledge in  
51 accessing the capital markets; and

52  
53 **WHEREAS**, the Borrower has determined that it is in the best interest  
54 of the Borrower and the citizens thereof to request the Council to issue its  
55 Florida Municipal Loan Council Refunding Revenue Bonds, Series 2020A  
56 (Village of Palmetto Bay Series) (the "Bonds"), on behalf of the Borrower  
57 and to borrow funds through a new loan from the Council (the "Loan")  
58 secured by a Loan Agreement, between the Borrower and the Council (the  
59 "Loan Agreement"), to refinance the Refunded Loan; and

60  
61 **WHEREAS**, debt service on the Loan will be secured by a covenant  
62 to budget and appropriate all legally available revenues and taxes of the  
63 Borrower derived from any source whatsoever other than ad valorem  
64 taxation on real and personal property (the "Non-Ad Valorem Revenues");  
65 and

66  
67 **WHEREAS**, the Non-Ad Valorem Revenues shall be sufficient to pay  
68 all principal of and interest and prepayment premium, if any, on the Loan,  
69 as the same becomes due, and to make all required deposits or payments  
70 required by the Loan Agreement; and

71  
72 **WHEREAS**, the Borrower shall never be required to levy ad valorem  
73 taxes or use the proceeds thereof to pay debt service on the Loan or to

74 make any other payments to be made under the Loan Agreement. The  
75 Loan shall not constitute a lien on any property owned or situated within the  
76 geographic limits of the Borrower; and

77  
78 **WHEREAS**, Section 4.3 of the Charter of the Borrower requires the  
79 Village Council of the Borrower (the "Village Council") to authorize by  
80 ordinance the borrowing of money and the incurrence of debt; and

81  
82 **WHEREAS**, the Village Council now wishes to authorize the  
83 borrowing of money and the incurrence of debt to refinance all or a portion  
84 of the Refunded Loan and authorize undertaking the Loan for such  
85 purpose.

86  
87 **NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND**  
88 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA,**  
89 **AS FOLLOWS:**

90  
91 **SECTION 1. ADOPTION OF REPRESENTATIONS.** The  
92 foregoing Whereas Clauses are hereby ratified and confirmed as being  
93 true, and the same are hereby made a specific part of this Ordinance.

94  
95 **SECTION 2. AUTHORITY.** This Ordinance is enacted pursuant  
96 to the provisions of Chapter 166, Part II, Florida Statutes, the Charter of the  
97 Borrower, and other applicable provisions of law.

98  
99 **SECTION 3. AUTHORITY TO BORROW MONEY AND INCUR**  
100 **DEBT.**

101  
102 (A) The Village Council hereby authorizes the borrowing of money  
103 and the incurrence of debt of not exceeding \$13,000,000 (without regard to  
104 original issue discount or premium) by undertaking the Loan for the  
105 purpose of refinancing all or a portion the Refunded Loan.

106  
107 (B) The Loan shall be secured by the Loan Agreement; be payable  
108 by a covenant to budget and appropriate the Non-Ad Valorem Revenues;  
109 and be dated, bear interest at a rate or rates not exceeding the maximum  
110 legal rate per annum, be payable, mature, be subject to redemption, and to

111 have such other characteristics as shall be provided by subsequent  
112 resolution adopted by the Village Council prior to delivery of the Loan.

113  
114 (C) The Village Council shall adopt a specific bond resolution  
115 supplemental to this Ordinance, which sets forth the portion of the  
116 Refunded Loan to be refinanced, the fiscal details of the Bonds and the  
117 Loan, and other covenants and provisions necessary for the marketing,  
118 sale, issuance, and delivery of the Bonds and the Loan, which are not  
119 inconsistent with the limitations in the Constitution and general laws of the  
120 State.

121  
122 **SECTION 4. AUTHORIZATION OF VILLAGE MANAGER AND**  
123 **VILLAGE FINANCE DIRECTOR.**

124  
125 (A) The Village Council hereby authorizes the Interim Village  
126 Manager and the Village Finance Director to direct the Council to engage  
127 Public Resources Advisory Group and Bryant Miller Olive P.A. to prepare a  
128 financial and legal plan, respectively, to accomplish the refinancing of all or  
129 a portion of the Refunded Loan.

130  
131 (B) The Village Council hereby authorizes the Interim Village  
132 Manager and the Village Finance Director to do all acts and things required  
133 of them or that may otherwise be desirable or consistent with  
134 accomplishing the refinancing of all or a portion of the Refunded Loan, and  
135 to cause to be done any and all acts and things necessary or proper for  
136 moving forward with the refinancing of all or a portion of the Refunded  
137 Loan.

138  
139 **SECTION 5. CONFLICT.** All ordinances or provisions of the  
140 Code of Ordinances of the Borrower in conflict herewith are hereby  
141 repealed.

142  
143 **SECTION 6. SEVERABILITY.** If any section, subsection,  
144 sentence, clause, phrase, or portion of this Ordinance is for any reason  
145 held invalid or unconstitutional by any court of competent jurisdiction, such  
146 portion shall be deemed a separate, distinct and independent provision and

147 such holding shall not affect the validity of the remaining portions of this  
148 Ordinance.

149  
150 **SECTION 7. EFFECTIVE DATE.** This Ordinance shall become  
151 effective immediately upon its final passage.

152  
153 **PASSED AND ENACTED** this 1st day of June, 2020.

154  
155 First Reading: May 4, 2020  
156 Second Reading: June 1, 2020

157  
158 Attest:

159  
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161  
162

163 \_\_\_\_\_  
164 Melissa Dodge  
165 Acting Village Clerk

\_\_\_\_\_ Karyn Cunningham  
Mayor

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

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173 \_\_\_\_\_  
174 John C. Dellagloria  
175 Village Attorney

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184 **FINAL VOTE AT ADOPTION:**  
185  
186 Council Member Patrick Fiore \_\_\_\_\_  
187  
188 Council Member David Singer \_\_\_\_\_  
189  
190 Council Member Marsha Matson \_\_\_\_\_  
191  
192 Vice-Mayor John DuBois \_\_\_\_\_  
193  
194 Mayor Karyn Cunningham \_\_\_\_\_  
195  
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**FLORIDA MUNICIPAL LOAN COUNCIL**  
 2020 REFUNDING ANALYSIS  
 VILLAGE OF PALMETTO BAY, FL

**4/17/2020 - Preliminary, and Subject to Change**

	Current Bond Information	Scenario I. 10/1/20 Paid from Cash	Scenario II. 10/1/20 Paid from Borrowing
<b>STRUCTURE</b>			
Security		CB&A	CB&A
Par Amount of Existing Bonds (Series 2010B)	\$14,780,000	\$12,005,000	\$12,005,000
Estimated Closing Date		9/1/2020	9/1/2020
Final Maturity	10/1/2040	10/1/2040	10/1/2040
<b>SOURCES &amp; USES</b>			
Sources of Funds			
Par Amount		\$8,965,000	\$9,485,000
Original Issue Premium		\$1,931,907	\$2,044,384
Debt Service Reserve Fund		\$934,496	\$934,496
Village Cash on Hand to Pay Existing 10/1/2020 Maturity		\$630,481	\$0
Total Sources		\$12,461,884	\$12,463,880
Uses of Funds			
Refunding Escrow Deposit		\$12,265,481	\$12,265,481
Cost of Issuance		\$142,613	\$141,489
Underwriter's Discount		\$53,790	\$56,910
Total Uses		\$12,461,884	\$12,463,880
<b>BOND STATISTICS</b>			
True-Interest Cost (TIC)	4.405%	2.440%	2.440%
All-In TIC	4.644%	2.579%	2.571%
<b>Estimated Refunding Savings</b>			
Average Annual Debt Service - Series 2010B Bonds <sup>1</sup>	\$900,822	\$900,822	\$900,822
Average Annual Debt Service - Refunding Bonds		\$699,009	\$739,625
Average Annual Debt Service Savings		\$201,812	10/1/20: \$630,481; Remaining Yrs.: \$161,196
Total Debt Service Savings		\$4,036,248	\$3,854,413
Net Present Value (PV) Debt Service Savings - \$		\$2,413,662	\$2,369,729
Net PV Debt Service Savings - %		20.1%	19.7%

**Note:**  
 The Bond Statistics shown above are based on Raymond James scale (Village existing AAA S&P rating plus 10bps) and general market conditions as of April 17, 2020. **These estimates are preliminary and subject to change.**

<sup>1</sup>Average coupon rate on Series 2010B bonds equals 4.491%