VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

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.

AGENDA
REGULAR COUNCIL MEETING
MONDAY, JANUARY 13, 2025 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(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.

   A. Invocation led by: Rabbi Gansburg (Chabad of Palmetto Bay)

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Recognition: NOVA Music Survivor (Rom El Hai)

   B. Recognition of VPB Policing Unit Officers Alejandro Deleon and Kevin Collins, along with Firefighter/Paramedic Mike Marson, Nurse Jennifer Ramirez, Nurse Kristen

Jacobs, and Nurse Kristen Febus

C. Recognition: Officer Eric Pazos and EMT Captain Delgado

3. APPROVAL OF MINUTES

A. Regular Council Meeting (December 9, 2024)

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of the agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign-in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of the agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update: January 2025

B. Committee Appointments

8. BOARD AND COMMITTEE REPORTS

A. Parks & Recreation Committee Meeting (November 7, 2024)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING SEC. 30-30.6 – VARIANCES - TO ASSURE NOTIFICATION OF ADJOINING PROPERTY OWNERS FOR VARIANCE APPLICATIONS; TO ESTABLISH A PROCEDURE FOR NOTIFICATION; AND PROVIDING FOR CODIFICATION, SEVERABILITY 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 SEC. 2-55 – "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES IDENTIFIED;" CREATING THE TRANSPORTATION ADVISORY COMMITTEE; DEFINING PURPOSE, RESPONSIBILITIES, AND SCOPE; ESTABLISHING REQUIREMENTS FOR MEMBERSHIP; PROVIDING FOR A VILLAGE COUNCIL LIAISON; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PIMENTEL CONSTRUCTION GROUP, LLC. TO CONSTRUCT ROADWAY IMPROVEMENTS ON SW 92ND AVENUE, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIVE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NINETY-THREE CENTS ($549,156.93); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE COMMUNITY RATING SYSTEM (CRS) FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR ON AN ANNUAL BASIS AT THE SOLE DISCRETION OF THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-00-001; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF I2 VISUAL, INC. FOR THE PURCHASE AND INSTALLATION OF SIX (6) NEW SCOREBOARDS FOR PALMETTO BAY PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2025-12-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS ($115,137.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; APPOINTING A COUNCIL LIAISON TO THE ART IN PUBLIC PLACES (AIPP) BOARD; THE EDUCATION ADVISORY COMMITTEE; THE PARKS & RECREATION COMMITTEE; THE RESILIENCY COMMITTEE; AND THE TREE ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING ACTIONS RELATED TO THE ACQUISITION OF SURPLUS PROPERTY; DIRECTING THE VILLAGE MANAGER TO WITHDRAW APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW SEATING ARRANGEMENT ON THE COUNCIL DAIS IN VILLAGE HALL CHAMBERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT: MONDAY, FEBRUARY 3, 2025 (REGULAR COUNCIL MEETING)

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.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response 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 verbatim record of the proceedings is made, which record includes 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.

AMERICAN DISABBILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (December 9, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Regular Council Meeting (Dec. 9, 2024)

MINUTES
REGULAR COUNCIL MEETING
MONDAY, DECEMBER 9, 2024 – 7:00 PM

(IMMEDIATELY FOLLOWING SWEARING-IN CEREMONY OF NEWLY & RE-ELECTED VILLAGE COUNCIL MEMBERS)
VILLAGE HALL MUNICIPAL CENTER,
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

Prior to the Regular Council Meeting, the Swearing-in Ceremony for newly elected Vice Mayor Merwitzer and re-elected Councilmember Steve Cody took place, led by Village Manager Nick Marano.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS: None.

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER.

Mayor Karyn Cunningham called the Regular Council Meeting to order at approximately 7:55 p.m. immediately following the Swearing-in Ceremony.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer *(newly elected)*
Councilmember Patrick Fiore
Councilmember Steve Cody *(re-elected)*
Councilmember Marsha Matson

The following Charter Officers were present during the roll call:
Village Manager Nick Marano
Village Attorney John Dellagloria
Village Clerk Missy Arocha

The invocation was previously held during the Swearing-in Ceremony and the pledge of allegiance was led by all the members of the Village Council.

3. APPROVAL OF MINUTES

Vice Mayor Mark Merwitzer **motioned** to approve the minutes. Councilmember Marsha Matson seconded the motion. **All voted in favor (5-0). The motion passed unanimously.**

A. Regular Council Meeting (November 4, 2024)

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS: The following speakers spoke for a time allotment of three minutes:

- Jorge Pulido (16025 SW 89th Avenue Road) urged the Council to amend Ordinance 10A in alignment with the recommendation made by the Education Advisory Committee, requesting that a provision direct 100% of the revenue generated from speed zone camera citations after covering the costs of implementation, operation, and maintenance of the system, to be allocated towards supporting the Village's five local public schools; with the funds dedicated to addressing pressing educational needs, such as: enhancing technology resources, expanding academic enrichment and inclusivity programs, supporting wellness and health and improve school facilities and infrastructure with he funds being overseen by the Education Advisory Committee.

- Eric Tullberg (9280 SW 167th Terrace) announced that when the SW 87th Avenue bridge is built, more traffic will flow on that road/area; urged the Council to consider building more sidewalks, specifically from SW 144th Street to SW 141st Street (west side).

- Vitality Falcovitch (9280 SW 167th Terrace) announced that he feels safe in the community and commended the Police Commander Mari Guerra and her policing unit staff and explained that most of the community feels safe in the Village and is happy with the services he receives from the Village.

- Julie Dow (7425 SW 140th Terrace) urged the Council to consult with the policing unit to verify the feasibility of enforcing speed photo enforcement. She also encouraged the Council not to support the initiative, stating that it would create hardships for the citizens.

- Gary Pastorella (6940 SW 142nd Terrace) urged the Council to table the speed photo enforcement and consider another alternative.

5. VILLAGE MANAGER'S REPORT

A. Presentation: Citizens' Independent Transportation Trust (CITT)

Mr. Javier Betancourt, Executive Director of CITT, demonstrated a PowerPoint presentation outlining the county's transportation expansion plan, the FY-2024 organizational chart, surtax expenditures and budget, the municipal transit program, the enhanced bus fleet, the SMART plan/program, corridors under construction, funding priorities, areas of focus, and the CITT Ambassador Program. Following the presentation, he addressed questions from the Council.

B. Presentation: Pickleball Courts (Diadem Pickleball)

Mr. Larry Gautier, Senior Vice President of NAI, delivered a PowerPoint presentation on the Diadem Proposal for the Village. The proposal outlines a state-of-the-art facility designed to provide an inclusive, high-quality experience for players of all

levels while fostering growth through strategic partnerships and licensing opportunities. He encouraged the Council to visit the existing indoor pickleball facility in Coconut Creek, Florida, and elaborated on the proposal for the Village, emphasizing its potential benefits. Following the presentation, he addressed questions from the Council.

C. Departmental Updates: The Manager's detailed report was part of the agenda packet. He addressed questions from the Council regarding his report.

D. Police Commander Report: Major Mari Guerra illustrated the CompStat Reports for the month of November 2024 and answered questions raised by the Council relating to traffic enforcement in the Village.

6. VILLAGE ATTORNEY'S REPORT

A. Village Attorney John Dellagloria provided a litigation update and reported that a written copy of his monthly report was part of the agenda packet. He answered questions raised by the Council relating to existing Village litigation.

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for December 2024.

8. BOARD AND COMMITTEE REPORTS

A. Parks & Recreation Committee Meeting (September 5, 2024)
B. Resiliency Committee Meeting (September 19, 2024)
C. Youth Community Involvement Task Force (September 27, 2024)

Councilmember Steve Cody **motioned** to approve the minutes. **Seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The motion passed unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING: None.

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC ENFORCEMENT; APPROVING A CONTRACT WITH RED SPEED FLORIDA, LLC, FOR THE INSTALLATION OF SPEED PHOTO ENFORCEMENT SYSTEMS TO MONITOR AND ENFORCE SCHOOL ZONE SPEED LIMITS; ADOPTING ALL APPLICABLE REQUIREMENTS OF SECTION 316.077 AS AMENDED; REQUIRING THE PLACEMENT OF SIGNAGE AS SPECIFIED BY THE DEPARTMENT OF TRANSPORTATION; CONDUCTING A PUBLIC AWARENESS CAMPAIGN BEFORE THE COMMENCING ENFORCEMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Attorney John C. Dellagloria, Esq.)*

Item 10A was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Mark Merwitzer.

The following individual spoke opposed to the item during the public comment section and allotted three minutes to address the Council.

- Gary Pastorella (6940 SW 142nd Terrace)

The following individuals spoke in-favor of the item during the public comment section and allotted three minutes to address the Council.

- Vitality Falcovitch (9280 SW 167th Terrace)

- Jorge Pulido (16025 SW 89th Avenue Road) urged the Council to amend the Ordinance with the amendments he previously sent to Council by email prior to the meeting.

Mayor Karyn Cunningham thanked Chair Jorge Pulido for the recommendations made by the Education Advisory Committee. She expressed her support for providing funds to the Village's public schools and indicated her willingness to defer the Ordinance to a future date and time to allow for further Council discussion and consideration of the amendments proposed by the Education Advisory Committee.

Councilmember Steve Cody **motioned** to continue item 10A to the February 2025, Regular Council Meeting. Vice Mayor Mark Merwitzer **seconded** the motion. **The motion passed (4-1)**; Councilmember Patrick Fiore voted opposed.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING FOR THE REGULATION OF NON-STORM WATER DISCHARGES INTO THE STORM DRAINAGE SYSTEM; ESTABLISHING REQUIREMENTS FOR THE CONTROL OF POLLUTANTS INTRODUCED INTO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4); ESTABLISHING METHODS TO COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT PROCESS; PROVIDING DEFINITIONS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

Item 10B was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Mark Merwitzer.

There were no public comments.

By consensus, the Village Council agreed that staff's presentation was unnecessary as it had already been presented during the First Reading.

Councilmember Marsha Matson asked whether the ordinance would apply exclusively to non-storm water discharges.

Public Services Director Dionisio Torres clarified that the ordinance's approval would regulate non-storm water discharges into the Village's storm drainage system (MS4), control the introduction of pollutants, and ensure compliance with the NPDES permit program under the Clean Water Act.

The question was called in favor of the Ordinance on Second Reading via a roll-call vote:

- Vice Mayor Mark Merwitzer - YES
- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - YES
- Mayor Karyn Cunningham - YES

All voted in favor (5-0). The Ordinance on Second Reading passed unanimously.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TOWNHALLS; PROVIDING DEFINITIONS, NOTICE, PUBLIC COMMENT, LOCATION, STAFFING, ADVERTISING, AND COSTS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11A was **moved** by Councilmember Marsha Matson and **seconded** by Vice Mayor Mark Merwitzer.

The following individual remained neutral on the item during the public comment section and was allotted three minutes to address the Council.

- Gary Pastorella (6940 SW 142nd Terrace)

The following individual spoke in-favor to the item during the public comment section and allotted three minutes to address the Council.

- Beverly Gerald (14271 SW 74th Court)

Councilmember Marsha Matson explained that the approval of the Ordinance advocates for transparency to allow residents to discuss issues openly, allowing for single-item discussions while increasing town hall meetings with resident input. She spoke in support of more town hall meetings with community engagement.

Village Attorney John Dellagloria reported that the Ordinance as written has no issues with the wording or statutory requirements.

Vice Mayor Mark Merwitzer raised concerns about Sunshine Laws and reasonable notice timelines related to the Ordinance and highlighted the importance of town halls for community engagement.

Mayor Karyn Cunningham expressed concerns about the cost, staff resources, and the frequency of town halls, citing prior negative experiences where participants were disrespectful. She emphasized the importance of maintaining constructive discussions and avoiding the beratement of colleagues.

Councilmember Steve Cody spoke opposed to the Ordinance, stating that existing processes allow members to add items to the agenda for discussion.

Councilmember Patrick Fiore spoke opposed to the Ordinance.

After Council discussion, the question was called in favor of the Ordinance on First Reading via a roll-call vote.

- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - NO
- Councilmember Patrick Fiore - NO
- Vice Mayor Mark Merwitzer - YES
- Mayor Karyn Cunningham - NO

The Ordinance failed (2-3); Councilmember Steve Cody, Councilmember Patrick Fiore, and Mayor Karyn Cunningham voted opposed.

12. CONSENT AGENDA

Vice Mayor Mark Merwitzer **motioned** to move the following Resolutions with Public Comment under the Consent Agenda: 14B, 14C, 14E, 14F, 14G, and 14H, including the approval of Consent Agenda item 5A. Councilmember Marsha Matson **seconded** the motion.

Village Attorney John Dellagloria explained that the motion was legally sufficient and acceptable.

All voted in favor of the motion (5-0). The motion passed unanimously.

Village Clerk Missy Arocha reported that items 5B and 5C were timely pulled from the Consent Agenda.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; CERTIFYING AND DECLARING THE CERTIFIED RESULTS OF THE GENERAL ELECTION CONDUCTED ON NOVEMBER 5, 2024; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha*)

Item 5A was approved on the consent agenda.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF

PALMETTO BAY, FLORIDA; RELATING TO PUBLIC MEETINGS FOR CALENDAR YEAR 2025; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR MEETINGS, ZONING AND LAND DEVELOPMENT MEETINGS, COMMITTEE OF THE WHOLE WORKSHOPS, AND BUDGET WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha*)

12B was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Steve Cody.

There was no public comment.

Vice Mayor Mark Merwitzer spoke in support of the Village hosting more Committee of the Whole Workshops, specifically monthly and moving them to a date that is not on a Wednesday.

Councilmember Marsha Matson spoke in favor of holding more COW meetings, suggesting that the COW meetings be scheduled as they were previously in years prior—10 times a year. She noted that Wednesdays do not work well with her schedule and urged a preference for the meetings to be held in person at Village Hall rather than virtually.

Councilmember Patrick Fiore spoke in opposition to holding more COW meetings annually, explaining that they are poorly attended and lack participation from the residents. Instead, he suggested utilizing the “Council Comments” section at the end of every Regular Council Meeting. This would allow Councilmembers to raise items for discussion, and if a member feels strongly about a particular issue, they could subsequently bring forward a Resolution or Ordinance for inclusion on a future agenda.

Mayor Karyn Cunningham reported that the Council may consider the "Other Business" section for discussions.

Councilmember Steve Cody announced that he is agreeable to hosting four COW meetings in a year: not agreeable to ten a year.

Vice Mayor Mark Merwitzer stated that he likes the ideal of utilizing the "Other Business" and "Council Comments" sections more effectively and questioned if the Council would be amendable to moving those sections earlier in the agenda. He explained that the Council could set aside general discussion time that would be open to the public.

Councilmember Patrick Fiore stated that he would leave the Council discussion to the Mayor’s discretion, as she chairs the meetings. While he did not propose a specific time, he expressed that keeping "Council Comments" at the end of the agenda is appropriate for discussions among councilmembers.

At 9:55 p.m., Councilmember Steve Cody **motioned** to extend the Regular Council Meeting until 10:25 p.m. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The**

motion passed unanimously.

Mayor Karyn Cunningham stated that she is not in favor of managing everyone's speaking time but is open to moving COW meetings to a Tuesday if that works better for the group. She also suggested that if the Council intends to use the "Other Business" section of the agenda more effectively, it should be formalized as part of the agenda process to facilitate broader discussions and the introduction of legislation.

Councilmember Patrick Fiore proffered the idea of allowing two discussion items per Councilmember with a three-minute limit for each.

Village Attorney John Dellagloria explained that the Council can adopt any procedures it wants for this.

Councilmember Marsha Matson **motioned** to move the proposed COW meetings to Tuesdays. Vice Mayor Mark Merwitzer **seconded** the motion.

Village Clerk Missy Arocha questioned if there was a preference between the 2nd or 4th week of each month to host the COW meetings.

Councilmember Steve Cody **motioned** for the second week. Vice Mayor Mark Merwitzer **seconded** the motion.

Village Clerk Missy Arocha announced the new COW meeting dates for calendar year 2025:

- January 14th
- March 11th
- May 13th
- July 8th

All voted in favor (5-0). The motion passed unanimously.

The question was called in favor of the amended Resolution. **All voted in favor (5-0). The amended Resolution passed unanimously.**

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PERSONNEL; RATIFYING THE ELECTION OF JAVIER GONZALEZ, AICP AS PLANNING AND ZONING DIRECTOR TO FILL THE CURRENT VACANCY FOR THE POSITION; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared*

12C was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

There was no public comment.

Vice Mayor Mark Merwitzer explained that he pulled the Resolution from the consent agenda because he had several questions for the candidate. However, after his individual meeting with the candidate, many of his questions were answered. He expressed his support for bringing Mr. Gonzalez on board as part of the Village's Planning and Zoning Department.

Councilmember Patrick Fiore shared that he is familiar with Mr. Gonzalez's work with the City of Doral and spoke in favor of adding him to the team.

Mayor Karyn Cunningham, Councilmember Steve Cody, and Councilmember Marsha Matson also expressed their support for Mr. Gonzalez, noting that their individual meetings with him were productive and successful.

Mr. Javier Gonzalez introduced himself, thanked the Village Manager and the Council for the opportunity, and announced that he would begin his employment the week of December 23, 2024.

The question was called in favor of the Resolution. **All voted in (5-0). The Resolution passed unanimously.**

13. RESOLUTIONS REQUIRING A PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE 2025 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

Human Resources and Communication Director Olga Cadaval explained that the Resolution was prepared based on last year's priorities, specifically for Subbasin 11. However, after discussions with the Village's lobbyist, it was recommended to amend Section A to pursue a different project, specifically Subbasin 12, as it had not been vetoed.

Councilmember Steve Cody **motioned** to amend Section A by replacing Subbasin 11 with Subbasin 12. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Director Cadaval explained that it was suggested by the lobbyist to include an additional funding request under Section 2, Letter J, for the Complete Street Project on SW 92nd Avenue (Casa de Campo at SW 164th Street to US-1).

Vice Mayor Mark Merwitzer expressed support for prioritizing this project, mentioning he had received six emails from residents along SW 92nd Avenue who

raised concerns about traffic. He emphasized the importance of addressing these issues through the legislative agenda.

Mayor Karyn Cunningham stated that construction for this project is already budgeted for this year, but the Village seeks state funding to cover the costs.

The **motion** to add this amendment was made by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Patrick Fiore suggested adding the Pickleball Center project to the legislative priorities.

Jason Unger from GrayRobinson (Village Lobbyist) advised that focusing on the two current priorities (Subbasin 12 and the SW 92nd Avenue Complete Street Project) would have a much better chance of success than including the Pickleball Center.

Vice Mayor Mark Merwitzer inquired about potential conflicts of interest, referencing GrayRobinson's lobbying disclosures. He asked whether the firm's representation of large developers, such as Atlantic Housing, could pose a conflict if the Village seeks to address impacts related to interlocal agreements.

Mr. Unger responded that no conflicts of interest had arisen and assured that if any conflicts do emerge, they would follow municipal governance protocols.

Mayor Karyn Cunningham introduced a third amendment, which would discourage specific legislation that was part of last year's session. Mrs. Cadaval responded that the lobbyist recommended including this amendment for the current legislative session.

The **motion** to add the third amendment was made by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The motion passed unanimously.**

At 10:27 p.m., the meeting was extended to 10:40 p.m. by a **motion** from Councilmember Steve Cody, **seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The motion passed unanimously.**

The question was called in favor of the amended Resolution. **All voted in (5-0). The amended Resolution passed unanimously.**

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC. TO CONSTRUCT WATER MAIN IMPROVEMENTS ALONG N. CARTEE ROAD, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-003; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SIX HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND FIFTY-ONE CENTS ($611,500.51);

AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

The Council voted to approve item 14B as part of the consent agenda.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO STUDY THE FEASIBILTY OF INSTALLING BICYCLE REPAIR STATIONS AT VILLAGE PARKS; REVIEWING THE SEVERAL COMPANIES THAT MANUFACTURE THE PRODUCT AND THE QUALITY REVIEWS OF THE STATIONS; LIMITING THE TOTAL EXPENDITURE FOR THE PURCHASE AND INSTALLATION UP TO THE VILLAGE MANAGER'S AUTHORIZATION OF TWENTY-FIVE ($25,000.00) THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

The Council voted to approve item 14C as part of the consent agenda.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH GAME TIME C/O DOMINICA RECREATION PRODUCTS, INC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT RFP #23/24-074, FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AT CORAL REEF PARK AT A COST NOT TO EXCEED TWO HUNDRED TWENTYTHREE THOUSAND, THREE HUNDRED NINETEEN DOLLARS AND SEVENTYEIGHT CENTS ($223,319.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*

Item 14D was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

There was no public comment.

Parks & Recreation Director Fanny Carmona reported that the replacement involves only a section of the playground equipment.

Vice Mayor Mark Merwitzer questioned why the Village is utilizing a piggyback contract from Clay County.

Director Carmona explained that piggybacking on the Clay County contract provides favorable pricing. Additionally, the timing aligns well as construction is already underway in that area, making it efficient to complete the replacement concurrently.

Councilmember Marsha Matson reported that the Parks and Recreation Committee was in favor of the replacement project.

The question was called in favor of the Resolution. **All voted in (5-0). The Resolution passed unanimously.**

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; AMENDING RESOLUTION NO. 2023-39 BY AUTHORIZING THE VILLAGE MANAGER TO INCREASE THE AMOUNT UNDER CONTRACT WITH WSP USA ENVIRONMENT & INFRASTRUCTURE, INC., (WSP) FROM ONE HUNDRED AND FORTY-SEVEN THOUSAND AND FIVE DOLLARS ($147,005.00) TO ONE HUNDRED AND SEVENTY-THREE THOUSAND EIGHT HUNDRED DOLLARS ($173,800.00); TO INCLUDE THE EXECUTION OF AN ADAPTATION PLAN AS AN ADDITIONAL TASK TO THE SCOPE OF SERVICES PURSUANT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAMMING PLANNING GRANT AWARDED TO THE VILLAGE IN 2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

The Council voted to approve item 14E as part of the consent agenda.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH TURF TANK FOR THE PURCHASE OF ONE (1) TURF TANK ROBOTIC FIELD MARKER, MODEL TURF TANK TWO PRO WITH CUSTOM CARE PLAN, PIBBYBACKING THE PRICING FOR PLANT CITY, FLORIDA; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS; AND ZERO CENTS ($56,500) FROM THE FY2024-2025 CAPITAL PROJECTS BUDGET AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*

The Council voted to approve item 14F as part of the consent agenda.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, THE ART-IN PUBLIC PLACES (“AIPP”) PROGRAM; ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD OF THE ARTWORK PROPOSED BY THOMAS MOOR CALLED “TEN ORANGES FOR PALMETTO BAY” AND “MANGROVE SUNRISE SPLIT” TO BE LOCATED AT THE SHORES DEVELOPMENT AT 17800 SW 97 AVENUE ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

The Council voted to approve item 14G as part of the consent agenda.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC., ON JANUARY 26, MARCH 23, APRIL 27, AND JUNE 8, 2025, FOR THE PURPOSE OF CONDUCTING EDUCATIONAL WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by*

Administration and Prepared by Parks & Recreation Director, Fanny Carmona)

The Council voted to approve item 14H as part of the consent agenda.

15. ADJOURMENT:

Councilmember Patrick Fiore **motioned** to adjourn the meeting. Councilmember Steve Cody seconded the motion. **All voted in favor (5-0). The motion passed unanimously.**

The Regular Council Meeting adjourned at 10:33 p.m.

The meeting minutes were approved on the 13th day of January 2025.

Attest:

_____	_____
Mayor Karyn Cunningham	**Village Clerk Missy Arocha**

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report-January 13, 2025

Manager's Report

FINANCE

November

- The expenditures in November 2024 were $ 656,816, 2.95% of the total budget, compared to budgeted expenditures of $1,852,763, a surplus of 5.38% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,852,763 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $ 1,160,885 or 5.22% compared to budgeted expenditures of $ 3,705,526 or 16.67%. The preliminary final numbers for FY2024 show General fund ending with a fund balance of $13,500,477 vs $13,139,739 in the budget, an increase of $360,738. Building ended with a fund balance of $398,015 vs $506,017 in the budget, a decrease of $108,002.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
11/1/2024	45637	PIMENTEL CONSTRUCTION GROUP	SW 148TH STREET - COMPLETE STREET 06/28-10/02	$136,458.57
11/8/2024	45656	BEEFREE, LLC.	FREEBEE 594 SERVICE HRS 10/1-10/31	$21,473.10
11/8/2024	45707	WSP USA ENVIRONMENT & INFRASTR	PUBLIC OUTREACH MEETING, EXPOSURE ANALYSIS, FINAL VULNERABILITY ASSESSMENT	$13,678.67
11/15/2024	45766	STAR PAVING CORP.	PAVING AND DRAINAGE IMPROVEMENTS PROJECT (LOCALIZED DRAINAGE)	$132,222.18
11/22/2024	45778	CALVIN GIORDANO & ASSOCIATES	INSPECTIONS PERMIT TECH OCT 2024	$39,974.11
11/22/2024	45809	Kimley-Horn and Associates, In	VETERANS PARK	$13,640.00
11/22/2024	45815	MRA INTERNATIONAL, INC.	(6) 16"HP ELITEBOOK LAPTOPS AND (10) 14" HP ELITEBOOK LAPTOPS	$14,284.00
11/15/2024	45773	WAYPOINT CONTRACTING, INC.	CRP RECREATIONAL FACILITY	$99,355.58

IT DEPARTMENT

November

1. Help Desk statistics:
    a. 330 work orders received
        I. 204 (62%) generated by system and website outages and alert notifications.
        II. 126 (38%) created by staff and charter officers
    b. 321 work orders closed
        I. 97% close-out rate.
2. Project kick-off: Public Services expert system solution search (with TECKpert).
3. Project completed: Migration of EDENWEB portal to a new web server.
4. Project kick-off: Network reconfigurations at all Parks and Public Services (changes underway – better security, less complexity)

Upcoming Goals

1. Review TECKpert's evaluations re: parks management systems and schedule demonstrations w/ Parks staff
2. Review TECKpert's evaluations re: HRIS platforms and schedule demonstrations w/ HR staff.
3. Complete network reorganization at Thalatta Estate
4. Complete network reorganization at 900 Perrine.

HUMAN RESOURCES

November

- 1 Recruitment Ads
    - Park Services Aide (10/25/2024 – 11/8/2024)
- 4 Applications Reviewed
- 16 Interviews scheduled
    - Planning & Zoning Director (planning and Zoning)
    - Park Service Aide (Parks & Recreation)
    - Recreation Attendant (Parks & Recreation)
- 1 Pre-Employment Meetings
- 0 New Hires
- 18 Vacancies (as of 12/31/2024)

14 Full-time positions:		
Department	**Position**	**Status**
Village Clerk	Admin. Assistant (1)	Hold by Dept. Director
Panning & Zoning	Zoning & Licensing Specialist (1)	Hold per VM
	Planning Division Manager (1)	Outsourced
Public Services	Office Coordinator (1)	Interviews held 10/16-17/2024. Director selection made, however, pending end of outsourced assignment.
	Administrative Aide (1)	Advertisement scheduled to begin on 1/6/2024
	Tree Trimmer (1)	Vacant
	Maintenance Worker II (1)	On hold per VM
	Maintenance Worker I – Facilities (2)	On hold per VM
Parks & Recreation	Parks & Recreation Supervisor (2)	Hold by Dept. Director
	Maintenance Worker I and II (3)	Pending updated job description from Director

4 Part-time positions		
Parks & Recreation	Recreation Attendant (1)	Pre-employment meeting held on 12/5/2024
	Park Service Aide (2)	Pre-employment meeting held on 12/10/2024; advertisement scheduled to begin on 1/6/2024 for one position.
HR & Communications	Media Specialist (1)	Outsourced

- 0 Training Sessions
- 0 Separations of Employment (Seasonals Only)
- 8 Transfers/Updates/Evaluations.

COMMUNICATIONS

November

- 77 FB/Twitter Postings (including event and meeting postings)
- 9,6422 FB Followers
  - 80 New FB followers
- 6,556 Instagram Followers
  - 197 New IG Followers
- 5,096 Email Subscribers
- 12 Videos Produced
  - Mayor Clocks Inv – French Bakery
  - Photo Contest Reel
  - State Contest Reel
  - State of the Village Reel
  - Light up Your Holidays Reel
  - Give Miami Video
  - Lock it or Lose it Video
  - Swearing-In Reel
  - 5 Inside Palmetto Bay Reels

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 11/09 Village Vibes
  - 11/23 Village Vibes
- 13 Promotional/Informational Campaigns – **31 Posts**
  - Cont. Fall Drive Thru – 2 Posts
  - Cont. Artisan Market - 2 Posts
  - Cont. Harvest Fest -1 Posts
  - Light Up Holidays - 3 Posts
  - Cont. Veterans Breakfast - 1 Posts
  - Cont. Photo Contest - 2 Posts
  - Cont. Mammogram - 3 Posts
  - Senior Arts and Craft - 3 Posts
  - Buddy Bench – 3 Posts
  - State of the Village – 3 Posts
  - First Responders – 3 Posts
  - Swearing – In - 3 Posts
  - Give Miami – 1 Posts
- Meetings Broadcast: **3**
  - 11/1 Council Meeting
  - 11/4 Meeting Broadcast
  - 11/9 Regular Council Meeting
- Events Attended/Promoted: **10**
  - 11/02 Fall Recycling Drive-Thru
  - 11/02 Sofia's Hope Reason 5k
  - 11/03 Coral Reef Park Rubberized Walking Trails
  - 11/03 Artisan & Farmer's Market Opening

- 11/06 Christ Fellowship Academy Veteran's Day Parade
- 11/07 Greg Zawyer Annual Principal of the Year Event
- 11/11 Palmer Trinity Veterans' Breakfast
- 11/13 Back Bay Study Workshop
- 11/14 3D Mammogram Day
- 11/19 First Responders Appreciation Day
- 11/14 Senior Arts and Craft
- 11/21 Senior Potluck

➢ Baybot User Interactions – **210**

GRANTS

November

- New Grant Applications (0)

- Closed Grants (1)
  - ➢ Tree Inventory, Phase 1 (Urban & Community Forestry Program) – received final reimbursement

- Grants Approved (0)

- 13 Active grants list with updates:
  - ➢ Sub-Basin 11 & 41(Hazard Mitigation Grant Program)
  - ➢ Sub-Basin 43 (Hazard Mitigation Grant Program)
  - ➢ Sub-Basin 43 (State Appropriation)
  - ➢ Sub-basin 44 (State Appropriation)
  - ➢ Sub-Basin 57/96 (State Appropriation) - Agreement #LPA0359
  - ➢ Sub-Basin 61 (State Appropriation) - Agreement # LPA0202
  - ➢ Coral Reef Park Trail Renovations - Recreational Trails Program (RTP)
  - ➢ Palmetto Bay Park Improvements, Phase 1- Florida Recreation Development Assistance Program (FRDAP)
  - ➢ Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development
  - ➢ Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – drafted extension letter
  - ➢ FDOT grant funding for on - demand/local transit project
  - ➢ JAG (Justice Assistance Grant) - Community – in closeout process
  - ➢ Florida Recovery Obligation Calculation (F-ROC) – developing Abatement Activities plan.

PARKS & RECREATION

November

Palmetto Bay Park

- Ballet At the Park: Mondays - Thursday 4pm - 8pm
- Ballet At the Park: Friday Adult and Private Lessons 12pm – 6pm
- I9 Sports: on Saturdays and Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm. Saturdays 2pm - 6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Travel Softball: Stingrays. Rock Gold, Contenders, Lady Canes: Monday/Friday 4pm, 6pm & 8pm
- Howard-Palmetto Baseball Softball Association Rec Ball - Monday through Sunday
- Pickleball Reservations: 0
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- First Responders Appreciation Lunch: Tuesday, November 19th 12:30pm-3pm

Coral Reef Park

- Palmetto Bay Soccer games on Fridays and Saturdays: 136
- Bay Lions Soccer Club games on Saturdays and Sundays: 78
- Junior Team Tennis- Saturdays 8am-2pm
- Phoenix Volleyball: Tuesday and Thursday, 4:30pm to 6pm
- Howard Palmetto Baseball (T-Ball) - Saturdays 8:30am to 10am: 72
- Miami Palmetto Baseball – 60
- Orange Ball and Green Ball Tennis, Tuesdays and Thursday 4pm–6:30p: 51
- Pickleball Reservations – 24
- Baurball Soccer Training, Weekdays 4-6pm
- Dottie Barton Harvest Festival, Sunday, November 3rd 12-4pm
- Miggy's Gift Melanoma Walk, Sunday, November 17th 8am-12pm

Perrine Community

- 6 Programs

Ludovici Park

- 2 Programs
- 1 Rental

Thalatta Estate

- 4 Programs
- 4 Rentals
- 6 Photoshoot
- 1 Rehearsals
- 5 Waivers

Fee Waivers- Requested and Granted in November 2024

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Miami Dade County Public School	Monday, 12/2/2024	8am-2pm	Thalatta Estate	Principal Induction	$723.00	11/12/24
Palmetto Branch Library	Saturday 12/14/2024	11am-12:30pm	EAF Community Room	Grinchmas Celebration	$268.00	11/18/24
Palmetto Branch Library	Saturday 03/1/2024	11am-12:30pm	EAF Community Room	Dr. Seuss Program	$268.00	11/18/24

2024 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Monday – Thursdays – Youth
- Ballet At the Park: Fridays – Adult and Private Lessons
- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm; Sundays 10am-5pm
- Bay Lions Soccer Club: Mondays & Wednesdays 4pm-6pm
- Travel Softball: Stingrays, Rock Gold, Contenders Lady Canes: Monday-Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am

Coral Reef Park

- Palmetto Bay Soccer – Friday and Saturday
- Bay Lions Soccer Club games on some – Saturday and Sunday
- Junior Team Tennis – Saturday 8am-2pm
- Phoenix Volleyball: Tuesday and Thursday 4:30pm-6pm
- Miami Palmetto Baseball Season begins January 13th, 2025
- Orange Ball and Green Ball Tennis, Tuesdays and Thursday; 4pm-630p
- Baurball Soccer Training Weekdays 4pm-6pm
- Farmers Market – Sundays 10am-4pm

Perrine Community House

- Art Exhibit – Saturday, January 11 at 6:30pm

Thalatta Estate

- Rental – 12
- Rehearsal - 2
- Photoshoot – 1
- Programs – 2

Ludovici Park

- Cutler Bay Community Theater – every other Monday at 7pm
- Core and Stretch Class – every Wednesday at 10:30am
- VPB Library Teen Advisory – every Wednesday at 4pm
- Cutler Bay Community Theater – every other Monday at 7pm
- PBBA – Luncheon Meeting – Thursday, January 9 at 12pm
- HOLD – Teen Talks Series #2 – Saturday, January 11
- Yoga by the Bay – Sunday 1/12 & 1/19 at 9:30am
- VPB Library Book Club – every third Thursday at 6pm
- Italian Classes – every Saturday at 9am
- Yoga by the Bay – Sunday, January 12 & 19 at 9:30am

Park Projects

- **Repair/Replacement of Rubberized Trail at Coral Reef Park**
  Repair Asphalt Trails at Coral Reef Park
  - Completed

- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 12/13/2024 submittal package for Building Department review
  - 1/2025 Release RFP
  - 3/2025 Bid evaluation and recommendation
  - 4/2025 Village Council for approval
  - 5-7/2025 Installation

- **Palmetto Bay Park Playground Refurbishing**
  - All identified refurbishing project items are except for playground perimeter fencing for the west side. Contract awarded. Permit in process.
  - Contractor began fencing October 14, 2024; completion date 10/19/2024
  - Project completed

- **Coral Reef Park – Design-Build Recreation Center**
  - Execution of Design-Build Contract with WayPoint Construction January 2024. Company to initiate plans, permits, etc.
  - Groundbreaking Ceremony September 28, 2024; 12 noon
  - Permits for roof, and tree removal (DERM) in process
  - Currently under construction

- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Completed Scope of Work for Restoration and Management Plan- RFP**
    - Approved by Village Council September 11, 2023
    - Execution and Notice to Proceed December 2023
    - Task 1: Oak Hammock removal – IRC began January 8, 2024: completed March 29, 2024
    - Task 2: Invasives/Quarterly return intervals February (5 days). April-May 2024 (3 days); August 2024 (2 days) June-July (3 days); August-September (2 days)
    - Task 3: Year One- Bi-annual treatment (January-April-reduce palm cover by 30%; May-September another 30%.
    - Task 4: Continue management of rock pineland.

- Prescribed burn: earliest anticipated timeframe is after task 3.

- **The Woods**

  IRC – Working on plan as approved.

  - IRC presented a plan to Tree Board; approved Phase/Year 1 for issuance of Invitation to Bid
  - Working on possible grant opportunity
  - Currently developing RFP

2024-2025 Capital Projects:

Veteran's Park

- Veteran's Park Phase 1 Plan approved and funded.
- Kimley Horn on 50% construction drawings received 12/21.
- Plans are in the Building Dept. for a progress set (50%) dry run.
- Final Plat Approval – March 11, 2024.
- Updated plans presented to the Tree Board and Veterans Task Force on 9/30/24
- New recommendations from the group were suggested
- Working on letter to include Public Park Maximum Occupancy (number of guests or visitors) for MDWS
- 100% Plans expected by December 20, 2024

Thalatta Estate Parking Lot (resealing/restriping)

- Project Completed

Thalatta Estate Paver Replacements

- Project Completed

Palmetto Bay Park Scoreboards

- Meetings with Scoreboards Company reps to develop specifications / selection November 2023
- Investigate any changes in code that would require modifications to existing structures December 2023 / January 2024. Under review of Village Building Official
- Development of RFP April-May 2024 (Cooperative Purchasing a possibility)
- Release RFP July 2024
- No Bids Received, currently redeveloping specifications
- Release of new RFP in 10/2024
- Bid evaluation – negotiations 12/2024
- Recommendation to Village council 1/2025
- Issuance of Purchase Order 1/2025
- 9-week window for delivery/installation March 2025

Palmetto Bay Park – New Mower

- Solicitation of Quotes for Toro, John Deere and Jacobsen mowers-received; Toro lowest responsible proposer
- Possible 18-month timeframe for manufacturing/delivery
- Approved by Village Council April 2024
- Purchase Order issued April 2024 anticipated manufacturing-delivery: approximately 18 months.
- November 2024requested expedited manufacturing/delivery

Palmetto Bay Park Golf Cart Access

- Obtaining quotes for re-routed path, and golf cart access, and bollard install – April-May 2024.

- Project to start May-June 2024
- July – hardscape revamped to accommodate golf cart access
- August – September Striping, signage
- October 2024 – project completed
- Golf Cart Access open for use as of 12/2024

Palmetto Bay – Park Drive

- Permit was signed by the Hospital October 18, 2024
- Contractor will submit permit week of October 21, 2024
- Contractor ready to start project as soon as permit is approved
- 12/6/2024 project completed
- Road open for use as of 12/2024

Coral Reef Park Dumpster Enclosure

- Site selection (accessibility, code, etc.) February 2024
- Investigate possible piggy-back work August 2024
- Design / specifications / bid process if needed October 2024
- On hold for now, to avoid conflict with New Community Building

Pickleball Center

- Scope of work developed for bidding process for design Build April-May 2024
- Solicitation of Bids May-June 2024
- Bid review, evaluations and negotiations July - August 2024
- Presentation if needed September 2024
- Approved by Village Council September 9, 2024.
- Design considerations/revisions October 2024

Parks Tractor

- October-December 2024 – received quotes for various units and determination of trade-in value by John Deere
- Awaiting John Deere rep proposal for best option given the $7500 trade in value and budgeted amount of $25,000 (follow up 12/16/24)
- Purchase Proposal to Council for approval January 13, 2025

Turf Tank

- Following the demonstration by Turf Tank reps, requests for purchase be included in the 2025 Capital Projects funding
- 12/16/24 approved by Village Council
- 12/24 purchase order to be processed
- 1/25 anticipated delivery of turf tank unit

Coral Reef Park Playground Improvements

- November 2024 – received proposal from Game Time rep of discounted units and those meeting the space requirements for Coral Reef Park
- 12/2/24 approved by Village Council
- Awaiting manufacturing/delivery/installation dates

Skate Park – Palmetto Bay Park

- 1/25 Procure professional consultant for design of new skate park

Thalatta Enclosed Pavilion Design

- 2/25 Procure a professional consultant for design of enclosed pavilion.

PUBLIC SERVICES

November

- **Freebee Ridership:**

1549 Completed Rides (C.R.)
1786 Total Passengers
Ridership has decreased by - 1 C.R since September and decreased by -15 C.R. since October

- **IBus Ridership:**

643 A.M. Route
653 P.M. Route **Total: 1296 Riders**
Ridership has decreased by -176 since September and decreased by -258 since October

- **Facilities Maintenance Division**

57 Open Work Orders – *-42 less than September* *-68 less than October*
77 Closed Work Orders – *-24 less than September* *-18 less than October*

- **Public Works**

6 - Signs Repaired/Installed	*-2 less than September*	*11 more than October*
1 - Graffiti Removal	*1 more than September*	*2 more than October*
5 - Pothole/Shoulder Repairs	*-4 less than September*	*3 more than October*
15.31 - Tons of Debris/Trash Removal	*7.77 more than September*	*-6.16 less than October*
51 - Drain Cleaning/Repairs (inlet tops)	*51 same as September*	*-36 less than October*
0 - Linear feet of sidewalks installed	*0 same as September*	*0 same as October*
0.00 - Paving Linear ft	*-1893 less than September*	*0.00 same as October*
10 - Sidewalks inspected	*5 same as September*	*10 more than October*
30 - Drainage Inspection	*27 less than September*	*30 same as October*
25 - Catch Basin	*-12 less than September*	*-50 less than October*
0 - Outfalls	*-4 less than September*	*0 same as October*
100 - Linear Feet Pipe	*-800 less than September*	*-545 less than October*
0 - Canal Cleaning/ Clearing	*0 same as September*	*0 same as October*
0 - Flooding Investigations & Resolutions	*0 same as September*	*0 same as October*
0 - Complaints Reported to MDC	*-3 less than September*	*0 same as October*
177 - Trees/Shrub Trimming/Removal	*-48 less than September*	*-32 less than October*
223 - Tree & Landscaping Inspections	*-29 less than September*	*95 more than October*

Capital Projects

- SW 174TH Street Complete Streets started Mobilization.
- Received Bids for N Cartee Rd Water Main, taking to December Regular council meeting.
- Advertising ITB for SW 92ND Avenue Complete Streets Project. Will take recommendation of the award in January Council Meeting. Will wait to start project as we are pursuing State Appropriation funding for this project.

- Malbrook Neighborhood Traffic Calming Initiative complete.
- Installation of Radar Speed Signs Completion for SW 174TH Street and SW 148TH Drive.
- Finalize List of Sidewalk Repairs for FY24-25 by December 13th.
- Drainage Sub Basin 57/96, completed SW 88TH Court, will work along SW 156TH Terrace between SW 89TH Avenue and SW 88TH Avenue Next.
- Finalize Locations for FY24-25 Traffic Calming, data collection scheduled for January 2025
- SS4A Project Onn-going, coordinating data collection and coordination with Marlin Engineering
- Multi-Modal Transportation Master Plan Kick Off Meeting and coordinating with SS4A
- 4 of the 5 Locations for the Localized Drainage Project have been completed, one is delayed due to unforeseen utility conflicts
- SW 148TH Street Project if finalized
- Awaiting County Approval of SW 184TH Street Sidewalk Gaps
- Continuing Efforts for Grants/Funding Opportunities for Drainage Sub Basin 's 43, 41, & 11
- Finalize Design & Permitting for Drainage Sub Basin 12 & 39.

Upcoming Projects - January

- Update ETA for delivery of Skid Steer (CTL), Landscape Dump Truck, and Trailer – Looking like March/April 2025.
- Issue NTP for Drainage Sub-Basin 44. Construction to Start end of January/February 2025.
- Drainage Sub Basin 42 Permit Set expected back from the County. Will pursue State Appropriation Funding.

POLICE

November

- Citizen's Crime Watch of Miami-Dade County Meeting
- Southeast Florida Crime Prevention Association Meeting
- DARE classes at Howard Drive, Coral Reef and Perrine Elementary Schools
- DARE graduation at Coral Reef Elementary
- Officer Friendly classes at Howard Drive, Coral Reef and Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools
- Crimes/Calls for Service:
    - 4 Auto Thefts
    - 1 Commercial Burglaries
    - 1 Residential Burglaries
    - 5 Vehicle Burglaries
    - 0 Robbery
    - 14 Domestic Dispute/Disturbance
    - 5 Baker Acts

- 54 Crashes

January Upcoming Events

- Southeast Florida Crime Prevention Association Meeting
- Citizen's Crime Watch of Miami-Dade County Meeting
- DARE class Graduation at Christ Fellowship
- Officer Friendly classes at Howard Drive, coral reef, and Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools,

PLANNING & ZONING

November

FY2024 Budgeted Projects

- Business Improvement Grants
  - Staff continue to promote this program through social media posts and Code Compliance information flyers.
  - 0 applications process in September.

- CRS.
  - Insurance discounts will be effective April 2025
  - Bid for new contractual services closed November 18; Bid committee meeting to score up vendors on December 3, 2024; Bid for Council approval on January 13, 2024

- Resilience Action Plan
  - Final Public Meeting scheduled for December 11th, 2024
  - Final Vulnerability Assessment to be completed and presented to Council for approval on February 3, 2025, Regular Council Meeting

- Village Hall Butterfly Garden
  - Phase #1 nearly complete
  - phase#2 (entire Village Hall irrigation system repair and replacement) takes place FY25

- AIPP
  - SW 152 Street & Old Cutler Road Call to Artist
  - AIPP Board reviewing over 160 applications will pick the top 10 artists before the next meeting.
  - AIPP Board will invite 4 artists to come and present final maquette designs March 2025.
  - Next AIPP Meeting: January 16, 2025
  - AIPP Board accepted Shores Redevelopment AIPP orange and mangrove murals; heading for approval at the December 9, 2024 Regular Council meeting.

- Recycling Drive

- Planning for Spring 2025 date
- Success! 80 cars passed through
- The Village was able to:

Type of Items Recycled	Stats
Electronics	1,014 lbs.
Lamps, batteries	122 lbs.
Paints	880 lbs.
Gasoline	55 gallons
Aerosol Cans	250 lbs.
Paper	3,200 lbs.*
Clothes	1 dozen bags of clothing

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch by the end of fall.

Reviews, Applications, and Public Meetings

- Administrative Review Applications received:
  - None
- Administrative Variance Review Applications Received:
  - 1 Franjo LLC / 9500 SW 180 Street / SB102 Affordable Housing / 5-story building 175 swelling units with 12,000 square feet of general retail space on the ground level

- Zoning Hearing Applications Received:
  - None

- December 16, 2024 – Zoning Hering
  - SP-24-002 / Milk Planning & Development, LLC / 9730 SW 182 Street / Site Plan Review
  - V-24-004 / Milk Planning & Development, LLC / 9730 SW 182 Street / Variance of building separation, landscape buffer and parking
  - SU-24-003 Christ Fellow Ship (increase grades not students) will not be at Council, will be administratively approved
  - Comp Plan
  - Sign Code

- Business Tax:
  - Business Tax Receipt software was launched October 30, 2024.
  - Renewals: 2137
  - New: 13

- Building Division
  - Received 205 permits applications.

- 231 residents and contractors visited the Division.
- Inspections completed:
  - Building: 498
  - Mechanical: 34
  - Electrical: 117
  - Plumbing: 56
  - Zoning: 60

Total: 765

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 22
  - Close Cases: 36
  - Citations Issued: 14
  - Special Master cases: 23

Upcoming Events

- December 10, 2024, Resilience Action Plan Steering Committee Meeting
- December 11, 2024, Resilience Action Plan Public Meeting #2
- December 16, 2024, Zoning Hearing

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:
Attorney Report-Dec. 2024

ATTORNEY REPORT

DECEMBER 1-20, 2024

1. Review Section 1002.42 (19)(a) re: Private School at St. Richard Catholic Church
2. Review of same Section with Christ Fellowship
3. Amend RFQ for Special Master Services
4. Memo re: Private Schools
5. Review/Amend all Ordinances and Resolutions
6. Review all PRRs
7. Review/Amend all RFQs, RFPs
8. Review 3rd DCA Bridge Opinion
9. Luxcom 3rd Discovery Request
10. Review and Advise Amendments to Comp. Plan
11. Review/ Advise on Zoning Agenda Items
12. Review Luxcon Vested Rights Claim for 180 Boat Slips
13. Emails re: Executive Sessions
14. Amend Letters re: Rezoning Requests
15. Review and Advise re: Amortization Schedule
16. Approve Bus Bench Warranty
17. Bridge Case Memo
18. Amend Landscaping Agreement
19. Letters RE: St. Richard's and Christ Fellowship Approval.
20. Amend Unity of Title for 17911
21. Amend AIPP Contract Amendment



AGENDA ITEM NO. 7.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Calendar Update: January 2025
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Committee Appointments
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Parks & Recreation Committee Meeting (November 7, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-PRC-2024-11-07

MINUTES
VILLAGE OF PALMETTO BAY
PARKS & RECREATION COMMITTEE MEETING
Thursday, November 7, 2024
Village Hall Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 7:01 P.M.
   Committee Members in Attendance:
   Leo Llinas - Chair
   Sheila Frazier – Secretary
   Dr. Ed Feller
   Fanny Carmona, Parks & Recreation Director
   Patrick Fiore, Council Liaison
   Marsha Matson, Councilmember

2. PUBLIC COMMENTS, INCLUDING FROM VILLAGE COUNCIL, VILLAGE MANAGER OR STAFF

   A. No public comment was made.

3. APPROVAL OF MINUTES: (Thursday, September 5, 2024)
   The Minutes were approved unanimously by the Committee.

4. OLD BUSINESS: None.

5. DISCUSSION OF AGENDA ITEMS
   A. Fanny suggested a solution to the drainage problem by the concession stand at Palmetto Bay Park of pavers which could be commemorative/dedication bricks for a fee to offsite costs. The committee approved this so she will present to Manager. We will learn outcome at our next meeting.
   B. The netting agreement in Palmetto Bay Park is 75% completed with a status report at next meeting. Fanny is not receiving bids for replacement of the scoreboard.
   C. Fanny has not received addition communication from softball coaches re: Hall of Fame candidates

6. NEW BUSINESS
   A. Fanny shared that Palmetto Bay Park's concession stand is under new management which is the same as the Farmer's Market at Coral Reef Park.
   B. Leo asked about the status of the paths/trails at Coral Reef Park. Fanny reported the asphalt path is being repaired. The art piece is being moved which require heavy equipment so there is a temporary hole.
   C. Ed asked about upgrading Coral Reef Park's playground equipment. Fanny replied funds have been budgeted and a vendor is being sought.

7. REQUESTS FOR ASSISTANCE TO VILLAGE COUNCIL AND VILLAGE MANAGER
    A. Request Village manager's assistance with netting and scoreboard projects and thoughts on the dedicated brick solution for Palmetto Bay Park's drainage issue.

8. Selection and list of discussion items for the next meeting
    a. Thursday, December 5, 2024, at 7 p.m. at Village Hall

9. Adjournment: The meeting adjourned at 7:29 p.m.

Written and prepared by: Secretary Sheila Frazier

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING SEC. 30-30.6 – VARIANCES - TO ASSURE NOTIFICATION OF ADJOINING PROPERTY OWNERS FOR VARIANCE APPLICATIONS; TO ESTABLISH A PROCEDURE FOR NOTIFICATION; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Notification of Adjoining Property Owners

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AMENDING SEC. 30-30.6 – VARIANCES - TO ASSURE NOTIFICATION OF ADJOINING PROPERTY OWNERS FOR VARIANCE APPLICATIONS; TO ESTABLISH A PROCEDURE FOR NOTIFICATION; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the zoning code lists eight (8) factors for the Village Council to consider for a variance application ('application"), the first being whether the Village has received written support of the specifically-identified variance requests from adjoining property owners ("adjoining owners"); and,

WHEREAS, notification of adjoining owners is a factor of great importance to the orderly and peaceful development of the Village as a whole and for informing nearby neighbors of a proposed variance which may affect them; and,

WHEREAS, Sec. 30-30.6 does not provide a reliable procedure to show that adjoining owners support a variance, but rather depends on the effort of the applicant to contact them; and,

WHEREAS, the consequence of not having a reliable procedure is adjoining owners may assert they have not been contacted by the applicant or the applicant may assert that the adjoining owners were uncooperative or unavailable.

WHEREAS, when this situation arises, the Village Council must make a variance decision without complete information as to the support of the adjoining owners.

WHEREAS, this ordinance proposes an orderly process for assuring notification of the adjoining owners of a variance application.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Section 30-30.6 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by the addition of Subsection (h) as follows:

> *(h) Notification of Adjoining Property Owners*. Upon acceptance of the variance application ('application"), the Planning and Zoning Director ("Director") shall give the variance applicant ("applicant") an official Village notification form ("notification form") containing a brief description of the application, name of the variance applicant ("applicant"), and spaces for the adjacent property owner's ("adjoining owner") name, address, support, and signature. The applicant shall contact the adjoining owner to document written support on the notification form within thirty (30) calendar days ("days") before the application hearing ("hearing'). After the adjoining owner fills out the notification form, the applicant shall return it to the Director within thirty (30) days before the hearing. The Director shall attach the completed notification form to the application. After the Director is notified by the applicant that an adjoining owner has not responded within thirty (30) days before the hearing, the Director within twenty-three (23) days before the hearing shall send the notification form by certified United States Postal Service mail to the adjoining owner, accompanied by a "return receipt requested." If no response is received from the adjoining owner or if no "return receipt" is received within fifteen (15) days before the hearing, the Director shall note in the application that the adjoining owner was duly contacted and did not respond.

Section 3. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but

they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this 13th day of January, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

Attest: _____ _____

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SEC. 2-55 – "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES IDENTIFIED;" CREATING THE TRANSPORTATION ADVISORY COMMITTEE; DEFINING PURPOSE, RESPONSIBILITIES, AND SCOPE; ESTABLISHING REQUIREMENTS FOR MEMBERSHIP; PROVIDING FOR A VILLAGE COUNCIL LIAISON; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Transportation Advisory Committee

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SEC. 2-55 – "BOARDS AND COMMITTEES AND MISSIONS AND SCOPES IDENTIFIED;" CREATING THE TRANSPORTATION ADVISORY COMMITTEE; DEFINING PURPOSE, RESPONSIBILITIES, AND SCOPE; ESTABLISHING REQUIREMENTS FOR MEMBERSHIP; PROVIDING FOR A VILLAGE COUNCIL LIAISON; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, transportation is one of the top concerns for Village residents, who cope with traffic cut-throughs and congestion, parking problems, limited public transit, lack of bicycle and golf cart routes, and scarce walking paths for pedestrians; and,

WHEREAS, residents are greatly affected by transportation problems and can well serve in an advisory capacity to Village Council based on their daily experiences; and,

WHEREAS, the purpose of the Committee is to serve as a mechanism for residents to address transportation issues in the Village and to make recommendations to the Village Council about the same.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Section 2.55 of Article II of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by the addition of Subsection (2) – Transportation Advisory Committee.

Section 3. The Village Council hereby establishes a Transportation Advisory Committee, which shall be charged with serving in an advisory capacity to Village Council on transportation issues and shall make recommendations about transportation to the Council to improve the lives of Village residents.

Section 4. The goals of the Committee are to identify transportation problems in the Village, to assist in the development of solutions, and to forward recommendations to the Village Council. The Committee shall strive to help resolve the critical transportation challenges facing the community.

Section 5. Topics the Committee shall address include but are not limited to (1) traffic congestion and cut-throughs, (2) public transit, (3) streets, (4) street design, (5) transportation signage, (6) sidewalks, (7) bridges, (8) facilities, (9) parking, (10) bicycling, (11) pedestrians, (12) golf carts, (13) safety, (14) mobility, and (15) disability access affecting residents in the Village of Palmetto Bay.

Section 6. The Committee shall consist of five (5) members, a non-voting Council Liaison, and a non-voting Staff Liaison. Each Councilmember shall appoint one member. Members shall be residents of the Village, property owners in the Village, or business owners in the Village. Members cannot be members of any other Village Committee or Task Force. The Committee shall meet every other month. The Committee members shall elect a Chair and Secretary.

Section 7. Vice Mayor Mark Merwitzer, whose employment is in the transportation field, shall be appointed the Council Liaison.

Section 8. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 10. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this 13th day of January, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PIMENTEL CONSTRUCTION GROUP, LLC. TO CONSTRUCT ROADWAY IMPROVEMENTS ON SW 92ND AVENUE, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIVE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NINETY-THREE CENTS ($549,156.93); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - SW 92 Ave.doc
Reso - SW 92 Ave.docx
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Bid Sheets.pdf
Exhibit C - ITB# 2025-11-004.pdf

Exhibit D - Bid - Coreland.pdf
Exhibit E - Bid - Hahn.pdf
Exhibit F - Bid - Hartec.PDF
Exhibit G - Bid - Pimentel.pdf
Exhibit H - Bid - V&G.pdf

To: Honorable Mayor and Village Council

Date: December 11, 2024

From: Nick Marano, Village Manager

Re: SW 92nd Avenue Roadway Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PIMENTEL CONSTRUCTION GROUP, LLC. TO CONSTRUCT ROADWAY IMPROVEMENTS ON SW 92nd AVENUE, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIVE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NINETY-THREE CENTS ($549,156.93), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Project area is generally located at SW 92nd Avenue between South Dixie Highway and SW 164th Street. The Project shall include but not be limited to roadway milling & resurfacing, drainage improvements, shoulder widening, new raised concrete curb median island and concrete traffic separators, bicycle lane extension and markings, signing and marking improvements, landscaping improvements, and site restoration throughout the Project area. Where landscaping improvements are applicable, these plantings will all be Florida native landscaping.

FISCAL IMPACT:

CITT Funds $549,156.93

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2025-11-004
D. Bid – Coreland Construction Corp.
E. Bid – Hahn Construction Engineering Contractors, Inc.
F. Bid – Hartec Group, Inc.
G. Bid – Pimentel Construction Group, LLC
H. Bid – V&G Construction, Corp.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PIMENTEL CONSTRUCTION GROUP, LLC. TO CONSTRUCT ROADWAY IMPROVEMENTS ON SW 92nd AVENUE, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-004; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIVE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS AND NINETY-THREE CENTS ($549,156.93), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2025-11-004 for the "SW 92nd Avenue Roadway Improvements" on November 21st, 2024; and

WHEREAS, the Village received a total of five (5) bids on December 9th, 2024; and

WHEREAS, Pimentel Construction Group, LLC., was the lowest responsive, responsible Bidder.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The selection of Pimentel Construction Group, LLC. pursuant to ITB# 2025-11-004, entitled "SW 92nd Avenue Roadway Improvements" is hereby approved.

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

PASSED and **ADOPTED** this 13th day of January 2025.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney
FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 12/10/2024

ITB#: 2025-11-004 **Item/Service:** SW 92 Avenue Roadway Improvements

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of five (5) bids received; Coreland Construction Corp., Hahn Construction Engineering Contractors, Inc., Hartec Group, Inc., Pimentel Construction Group, LLC, and V&G Construction Solutions, Inc.

II. Recommendation:

a. Which bid is being recommended? Pimentel Construction Group, LLC

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes __X__ 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 January 13, 2025.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 12/11/24

Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

					Coreland Construction Corp.		Hahn Construction Engineering Contractors, Inc.		Hartec Group, Inc.		Pimentel Construction Group, LLC		V&G Construction Solutions, Corp.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**		**Price/Unit**	
101-1	Mobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 47,000.00	$ 47,000.00	$ 100,000.00	$ 100,000.00	$ 50,000.00	$ 50,000.00	$ 60,000.00	$ 60,000.00
102-1	Maintenance of Traffic	1	LS	$ 13,000.00	$ 13,000.00	$ 40,000.00	$ 40,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 10,000.00	$ 10,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	$ 9,300.00	$ 9,300.00	$ 12,050.00	$ 12,050.00	$ 6,000.00	$ 6,000.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
110-1	Clearing and Grubbing	1	LS	$ 18,540.00	$ 18,540.00	$ 98,000.00	$ 98,000.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00	$ 40,000.00	$ 40,000.00
160-4	Type B Stabilization	608	SY	$ 44.50	$ 27,056.00	$ 6.00	$ 3,648.00	$ 25.00	$ 15,200.00	$ 20.00	$ 12,160.00	$ 44.00	$ 26,752.00
0285-701	Optional Base, Base Group 01	608	SY	$ 47.46	$ 28,855.68	$ 25.00	$ 15,200.00	$ 40.00	$ 24,320.00	$ 35.00	$ 21,280.00	$ 44.00	$ 26,752.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	$ 8.65	$ 95,150.00	$ 5.25	$ 57,750.00	$ 7.00	$ 77,000.00	$ 5.00	$ 55,000.00	$ 4.51	$ 49,610.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	$ 331.70	$ 215,605.00	$ 260.00	$ 169,000.00	$ 200.00	$ 130,000.00	$ 200.00	$ 130,000.00	$ 301.00	$ 195,650.00
425-5	Manholes and Valves, Adjust	13	EA	$ 1,175.00	$ 15,275.00	$ 1,050.00	$ 13,650.00	$ 900.00	$ 11,700.00	$ 900.00	$ 11,700.00	$ 750.00	$ 9,750.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	$ 43.26	$ 47,845.56	$ 40.00	$ 44,240.00	$ 49.00	$ 54,194.00	$ 50.00	$ 55,300.00	$ 59.00	$ 65,254.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	$ 105.06	$ 55,681.80	$ 70.00	$ 37,100.00	$ 150.00	$ 79,500.00	$ 110.00	$ 58,300.00	$ 65.00	$ 34,450.00
570-1-2	Performance Turf (Sod)	1037	SY	$ 16.69	$ 17,307.53	$ 15.75	$ 16,332.75	$ 9.00	$ 9,333.00	$ 15.00	$ 15,555.00	$ 14.00	$ 14,518.00
											$ -		
0700	Signage and Pavement Markings	1	LS	$ 47,900.00	$ 47,900.00	$ 44,000.00	$ 44,000.00	$ 10,000.00	$ 20,000.00	$ 9,000.00	$ 9,000.00	$ 32,843.00	$ 32,843.00
SR-1	Site Restoration	1	LS	$ 9,300.00	$ 9,300.00	$ 21,050.00	$ 21,050.00	$ 30,000.00	$ 30,000.00	$ 14,000.00	$ 14,000.00	$ 30,000.00	$ 30,000.00
											$ -		
A-1	Allowance	1	LS	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
				SUBTOTAL		**SUBTOTAL**		**SUBTOTAL**		**SUBTOTAL**		**SUBTOTAL**	
PF	Permit Fee				$ 250.00		$ 250.00		$ 250.00		$ 250.00		$ 250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$ 9,949.75		$ 10,039.61		$ 7,526.21		$ 8,111.93		$ 9,758.69
BID TOTAL					**$ 673,516.32**		**$ 679,310.36**		**$ 665,023.21**		**$ 549,156.93**		**$ 660,587.69**

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	12,500.00	12,500.00
102-1	Maintenance of Traffic	1	LS	13,000.00	13,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	9,300.00	9,300.00
110-1	Clearing and Grubbing	1	LS	18,540.00	18,540.00
160-4	Type B Stabilization	608	SY	44.50	27,056.00
0285-701	Optional Base, Base Group 01	608	SY	47.46	28,855.68
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	8.65	95,150.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	331.70	215,605.00
425-6	Manholes and Valves, Adjust	13	EA	1,175.00	15,275.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	43.26	47,845.56
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	105.06	55,681.80
570-1-2	Performance Turf (Sod)	1037	SY	16.69	17,307.53
0700	Signage and Pavement Markings	1	LS	47,900.00	47,900.00
SR-1	Site Restoration	1	LS	9,300.00	9,300.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		$ 663,316.57
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$ 9,949.75
			TOTAL		$ 673,516.32

Total Bid Amount..... $ 673,516.32

Total Bid Amount (in words)

Six hundred seventy-three thousand, five hundred sixteen dollars and thirty-two cents.

Signature of Official

Name (typed) Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	47,000.00	47,000.00
102-1	Maintenance of Traffic	1	LS	40,000.00	40,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	12,050.00	12,050.00
110-1	Clearing and Grubbing	1	LS	98,000.00	98,000.00
160-4	Type B Stabilization	608	SY	6.00	3,648.00
0285-701	Optional Base, Base Group 01	608	SY	25.00	15,200.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	5.25	57,750.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	260.00	169,000.00
425-6	Manholes and Valves, Adjust	13	EA	1,050.00	13,650.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	40.00	44,240.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	70.00	37,100.00
570-1-2	Performance Turf (Sod)	1037	SY	15.75	16,332.75
0700	Signage and Pavement Markings	1	LS	44,000.00	44,000.00
SR-1	Site Restoration	1	LS	21,050.00	21,050.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				10,039.61
			TOTAL		679,310.36

Total Bid Amount..... $ 679,310.36
Total Bid Amount (in words)
SIX HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED TEN DOLLARS AND THIRTY SIX CENTS

Signature of Official
Name (typed) Michael Hahn
Title: President
Company: Hahn Construction Engineering Contractors, Inc.
Date: 12/9/24

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	100,000.00	100,000.00
102-1	Maintenance of Traffic	1	LS	30,000.00	30,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	6,000.00	6,000.00
110-1	Clearing and Grubbing	1	LS	20,000.00	20,000.00
160-4	Type B Stabilization	608	SY	25.00	15,200.00
0285-701	Optional Base, Base Group 01	608	SY	40.00	24,320.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	7.00	77,000.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	200.00	130,000.00
425-6	Manholes and Valves, Adjust	13	EA	900.00	11,700.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	49.00	54,194.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	150.00	79,500.00
570-1-2	Performance Turf (Sod)	1037	SY	9.00	9,333.00
0700	Signage and Pavement Markings	1	LS	20,000.00	20,000.00
SR-1	Site Restoration	1	LS	30,000.00	30,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		657,247.00
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				7,526.21
			TOTAL		665,023.21

Total Bid Amount..... $ 665,023.21
Total Bid Amount (in words)
Six Hundred Sixty five Thousand Twenty-three dollars and twenty one cents.
Signature of Official
Name (typed) Garrett Hardie
Title: Vice President
Company: Hartec Group Inc.
Date: 12/19/24

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	$50,000.00	$50,000.00
102-1	Maintenance of Traffic	1	LS	$30,000.00	$30,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	$3,500.00	$3,500.00
110-1	Clearing and Grubbing	1	LS	$25,000.00	$25,000.00
160-4	Type B Stabilization	608	SY	$20.00	$12,160.00
0285-701	Optional Base, Base Group 01	608	SY	$35.00	$21,280.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	$5.00	$55,000.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	$200.00	$130,000.00
425-6	Manholes and Valves, Adjust	13	EA	$900.00	$11,700.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	$50.00	$55,300.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	$110.00	$58,300.00
570-1-2	Performance Turf (Sod)	1037	SY	$15.00	$15,555.00
0700	Signage and Pavement Markings	1	LS	9,000.00	$9,000.00
SR-1	Site Restoration	1	LS	$14,000.00	$14,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$8,111.93
			TOTAL		$549,156.93

Total Bid Amount..... $ $549,156.93

Total Bid Amount (in words)
Five Hundred Forty Nine Thousand One Hundred Fifty Six Dollars and Ninety three Cents

Signature of Official

Name (typed) Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	$60,000.00	$60,000.00
102-1	Maintenance of Traffic	1	LS	$10,000.00	$10,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	$5,000.00	$5,000.00
110-1	Clearing and Grubbing	1	LS	$40,000.00	$40,000.00
160-4	Type B Stabilization	608	SY	$44.00	$26,752.00
0285-701	Optional Base, Base Group 01	608	SY	$44.00	$26,752.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	$4.51	$49,610.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	$301.00	$195,650.00
425-6	Manholes and Valves, Adjust	13	EA	$750.00	$9,750.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	$59.00	$65,254.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	$65.00	$34,450.00
570-1-2	Performance Turf (Sod)	1037	SY	$14.00	$14,518.00
0700	Signage and Pavement Markings	1	LS	$32,843.00	$32,843.00
SR-1	Site Restoration	1	LS	$30,000.00	$30,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		$650,579.00
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$9,758.69
			TOTAL		$660,587.69

Total Bid Amount..... $660,587.69

Total Bid Amount (in words)
Six hundred and sixty thousand five hundred and eighty seven and sixty nine cents

Signature of Official

Name (typed) Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

Invitation to Bid

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

TITLE:

SW 92nd Avenue Roadway Improvements

ITB NO.:

2025-11-004

DUE DATE:

Monday, December 9th, 2024 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Thursday, November 21st, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)

No. 2025-11-004

SW 92nd Avenue Roadway Improvements

The Village of Palmetto Bay is currently soliciting for roadway improvements. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Monday, December 9th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**SW 92nd Avenue Roadway Improvements ITB# 2025-11-004**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE 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 pre-bid meeting is scheduled for **Tuesday, November 26th, 2024, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Thursday, November 21st, 2024**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@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, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, 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 ("Village")

SW 92nd Avenue Roadway Improvements (the "Project")

Construct roadway improvements for the Village (**ITB# 2025-11-004**). The Project area is generally located at SW 92nd Avenue between South Dixie Highway and SW 164th Street. The Project shall include but not be limited to roadway milling & resurfacing, drainage improvements, shoulder widening, new raised concrete curb median island and concrete traffic separators, bicycle lane extension and markings, signing and marking improvements, landscaping improvements, and site restoration throughout the Project area. Where landscaping improvements are applicable, these plantings will all be Florida native landscaping. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

All bids must be on a Guaranteed Maximum Price (GMP) basis per the Bid Form.

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts 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 the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

Bidders 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; neither the Village nor the Engineer assumes any responsibility for errors or omissions resulting from the Bidder's review of the Bidding Documents. Bidders are to promptly notify the Village's Procurement Specialist, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or error in the ITB or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar 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 a Bidder waives all claims that they are not in compliance 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) familiarize itself 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 including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 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 Engineer in preparing the Drawings and Specifications. The Village 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 the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.3 On request, the Village will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.

3.02.4 The property upon which the Work is to be performed, includes rights-of-way for access thereto and other property designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.02.5 The submission of a Bid will constitute a binding 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.

3.03 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 or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the bidding documents.

Inquiries must be received by Tuesday, December 3rd, 2024, no later than 3:00 p.m. The Addendum will be posted by Tuesday December 3rd, 2024, no later than 5:00 p.m. on Vendor Registry.

3.04 Addenda to ITB

The Village 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 Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder 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 unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to this time may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB 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, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- 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.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 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 act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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_CH2AD_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 bidder and the Procurement Specialist 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.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 9.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, 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. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

- 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.

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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a 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) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within fifteen (15) calendar days after Village notification to comply, the bidder 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 bidder 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 bidder 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.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only
No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached 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 bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds
The Village 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.

3.20 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages
The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed

insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (I0) days of written demand by the Village.

3.23 Litigation

Bidders 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 in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting 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.

In order that the Village 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 Village. The Village may make a determination 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 Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall 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 Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing 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 the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the bidder's negligence, at both trial and appellate levels. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

3.26 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 of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 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: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties 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 for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager 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.

3.30 Bid Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified 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 fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (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.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. 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 fifty thousand dollars and zero cents ($50,000.00) a surety bond is 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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

The Bidder has carefully and to full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids; that a full examination of the location of the proposed Work has been made and agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work generally described as follows:

Construct roadway improvements for the Village (**ITB# 2025-11-004**). The Project area is generally located at SW 92nd Avenue between South Dixie Highway and SW 164th Street. The Project shall include but not be limited to roadway milling & resurfacing, drainage improvements, shoulder widening, new raised concrete curb median island and concrete traffic separators, bicycle lane extension and markings, signing and marking improvements, landscaping improvements, and site restoration throughout the Project area. Where landscaping improvements are applicable, these plantings will all be Florida native landscaping. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

It is proposed that the Project shall be constructed for the Total GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the GMP.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS		
102-1	Maintenance of Traffic	1	LS		
104-10	Stormwater Pollution Prevention Plan	1	LS		
110-1	Clearing and Grubbing	1	LS		
160-4	Type B Stabilization	608	SY		
0285-701	Optional Base, Base Group 01	608	SY		
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY		
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN		
425-6	Manholes and Valves, Adjust	13	EA		
520-1-10	Concrete Curb and Gutter, Type F	1106	LF		
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF		
570-1-2	Performance Turf (Sod)	1037	SY		
0700	Signage and Pavement Markings	1	LS		
SR-1	Site Restoration	1	LS		
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				
			TOTAL		

Total Bid Amount..... $_____
Total Bid Amount (in words)

_____

_____

Signature of Official_____
Name (typed)_____
Title: _____
Company: _____
Date: _____

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

Section 5.0: Technical Specifications

FDOT Specifications FY 2024-2025 Unless Otherwise Noted

The following specifications and other referenced specifications are included as part of these Contract documents:

101	Mobilization
102	Maintenance of Traffic
104	Prevention, Control, and Abatement of Erosion and Water Pollution
110	Clearing and Grubbing
120	Excavation and Embankment
160	Stabilizing
162	Finish Soil Layer
200	Rock Base
204	Graded Aggregate Base
210	Reworking Limerock Base
230	Limerock Stabilized Base
234	Superpave Asphalt Base
300	Prime and Tack Coats
327	Milling of Existing Asphalt Pavement
330	Hot Mix Asphalt
334	Superpave Asphalt Concrete
347	Portland Cement Concrete – Class NS
425	Inlets, Manholes, and Junction Boxes
520	Concrete Gutter, Curb Elements and Traffic Separator
570	Performance Turf
700	Highway Signing
710	Painted Pavement Markings
711	Thermoplastic Pavement Markings
901	Coarse Aggregate
902	Fine Aggregate
911	Base and Stabilized Base Materials
970	Materials for raised Pavement Markers and Adhesive
971	Pavement Marking Materials
990	Temporary Traffic Control Devices Materials

Notes:

1. Related sections of the FDOT specifications are included by reference to these specification sections.
2. The Village is replaced as the Owner of the facility. References to inspections and approvals are the responsibility of the Village and their designated representatives.
3. The measure of payments for this project are included in the Bid Documents, therefore references to payments in the FDOT specifications are to be adjusted to match the advertised bid documents.

Section 6.0: 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 of the required information and documents, and a flash drive of your submittal no later than 11:00 a.m. EST December 9th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section* 9:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 9 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
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.

SECTION 7.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

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 experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

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	Thursday, November 21st, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, November 26th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, December 3rd, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, December 3rd, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, December 9th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

8.01 Contract Award

A. Competency and Responsibility of Proposer

The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement

The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements

The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made 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 bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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: _____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted 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,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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: _____

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: _____

Date: _____

Continued 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

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: _____

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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: _____

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

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: _____

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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)

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

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: _____

Date: _____

Continued 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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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: _____

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

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____("**Company**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

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:
☐ 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.)

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **SW 92nd Avenue Roadway Improvements**
ITB No. 2025-11-004 in accordance with Contract Documents as prepared by the Village
_____:

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. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder 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,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **SW 92nd Avenue Roadway Improvements**
ITB No. 2025-11-004 in accordance with Contract Documents as prepared by the Village

_____:

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. 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,

Alessia Bencomo
Procurement Specialist

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 _____ is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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: SW 92nd Avenue Roadway Improvements (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-004
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City 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 _____ (Company), dated the _____ day of _____, 20____, for the construction of the **SW 92nd Avenue Roadway Improvements** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

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

Witness:_____	Witness: _____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: SW 92nd Avenue Roadway Improvements
CONTRACTOR:
CONTRACT NO: 2025-11-004
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a Company, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **SW 92nd Avenue Roadway Improvements** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

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

Witness:_____	Witness: _____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Date:_____	Date:_____
Address:_____	Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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 Village of Palmetto Bay, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work

performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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 Village of Palmetto Bay, 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: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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.

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

Draft Contract for: SW 92nd Avenue Roadway Improvements

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **November 21st, 2024** for the **SW 92nd Avenue Roadway Improvements**; and

WHEREAS, the Company submitted a bid dated **December 9th, 2024**, in response to **ITB# 2025-11-004**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to construct roadway improvement project on behalf of the Village and approved the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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Article I. Exhibits

The Exhibits below are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. ITB# _____ issued by the Village
C. Bid Sheet submitted by _____
D. Plans designed by _____
E. Resolution No. _____

Article 2. Scope of Work

1. The Work is generally described as follows: _____
2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall

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be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work. The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that all expenses warranties and warranties of **MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE** to work and the materials supplied.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear 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 test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company. Failure to 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.

   The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of 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, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. 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 Project as applicable.

4. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing. Failure to do so will result in the Village looking to the Bond posted.

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Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants 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 required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The 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.

The Project Manager for the Company is _____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed" (NTP), shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

After issuance of the NTP from the Village, the Company shall perform their Work and be finished no later than six (6) months from the NTP date.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's bid the total amount is _____. The Company shall give a detailed description of any work that requires additional compensation if the Project exceeds the total price. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the GMP if the Company either failed to provide a detailed need for the additional amount or if the Village denies additional compensation.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, _____. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within

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five (5) working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of up to $_____. The Company hereby expresses its willingness to enter into this Contract with a up to $_____ limitation on recovery for any action for breach of contract. The Village shall not be liable to the Company for damages to the Company in an amount in excess of up to $_____, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

Article 8. Construction Supervision/Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to _____. The Villages' assigned Project Manager is _____.

B. The Project Manager shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 9. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Name Company Name Address

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Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. 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, including but not 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. Termination 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 with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village 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, including 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. Whether the Village terminates the Contract with or without cause, the Village shall not be liable for any damages for lost profits, special damages, consequential damages, punitive 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 compensatory damage, and in no event more than the amount in paragraph 7, above.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the

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Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, the Company shall pay the amount due within ten (l0) days of written demand by the Village.

Article 11. Indemnification

The Company shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

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Article 12. Insurance/Bonds

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured**.

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages

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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company 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 its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, 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 within five (5) 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.

A. If required, Performance and Payment Bonds must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.

Article 13. Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 14. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

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Article 15. Waiver

The failure of either Party 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 Contract shall not constitute 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 Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the 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. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 17. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 18. Conflict of Interest

The 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 as if fully set forth.

Article 19. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend,

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or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 22. Counterparts

This Contract 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 Contract.

Article 23. 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 property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company'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, Village employees or Village property.

Article 25. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in 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. The Company must comply with the Immigration and Nationality Act.

Article 26. 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 subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

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Article 27. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. 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, Workers Compensation and Social Security benefits.

Article 28. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Chapter 119, Florida Statutes, can be found at https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 29. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 30. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a Contract unless the consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the consultant/contractor/company has registered and is using the E-Verify system. The consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

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Article 31. Subcontractor

The use of a subcontractor is permissible under this Contract provided that the subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In the event of an unsatisfactory performance, the Company is responsible and shall complete the work if required by the Village at the Company's expense.

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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

Attachments to this Solicitation

Exhibit "A": SW 92nd Avenue Roadway Improvements Plans (.PDF FILE)

(Total of 1 .pdf to download with solicitation)

CORELAND CONSTRUCTION

SEALED BID

Project Name: **S.W. 92nd AVENUE ROADWAY IMPROVEMENTS**

ITB#: **2025-11-004**

Due Date: Monday, December 9, 2024 / 11:00 a.m.

Submitted By: CORELAND CONSTRUCTION CORP.
Point of Contact: Monica Hernandez
Address: 8950 SW 74TH COURT, SUITE 2201-C1
Miami, FL 33156
Phone Number: 305-233-1709

Submitted to: VILLAGE OF PALMETTO BAY
Attn: Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	12,500.00	12,500.00
102-1	Maintenance of Traffic	1	LS	13,000.00	13,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	9,300.00	9,300.00
110-1	Clearing and Grubbing	1	LS	18,540.00	18,540.00
160-4	Type B Stabilization	608	SY	44.50	27,056.00
0285-701	Optional Base, Base Group 01	608	SY	47.46	28,855.68
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	8.65	95,150.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	331.70	215,605.00
425-6	Manholes and Valves, Adjust	13	EA	1,175.00	15,275.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	43.26	47,845.56
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	105.06	55,681.80
570-1-2	Performance Turf (Sod)	1037	SY	16.69	17,307.53
0700	Signage and Pavement Markings	1	LS	47,900.00	47,900.00
SR-1	Site Restoration	1	LS	9,300.00	9,300.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		$ 663,316.57
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$ 9,949.75
			TOTAL		$ 673,516.32

Total Bid Amount..... $ 673,516.32

Total Bid Amount (in words)

Six hundred seventy-three thousand, five hundred sixteen dollars and thirty-two cents.

Signature of Official

Name (typed) Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Coreland Construction Corp. (hereinafter called the Principal), and Frankenmuth Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Michigan is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 Coreland Construction Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Frankenmuth 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 9th day of December, and attested by its Power of Attorney, A.D., 2024.

ATTEST:

_____

Nestor Hernandez

Secy. (Title)

Coreland Construction Corp.

By: Monica Hernandez

Monica Hernandez, Pres.

(Principal)

ATTEST:

As per attached power of attorney

_____

Frankenmuth Insurance Company

By: _____

(Surety) Attorney-in-Fact Warren M. Alter

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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.

Frankenmuth Insurance Company

By _____
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 9th day of December 2024.

_____
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
	N/A		

REFERENCES ***

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

***The list of references is as follows:

1. Alfredo Quintero, Public Works Director / Town of Cutler Bay
2. Jamal Oubrar, Project Manager / Miami-Dade County ISD
3. Gil Caamano, Project Manager / SRS Engineering (Engineer of Record - WASD)

Also, attached are the reference forms for each agency filled out with the project and contact information.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Whispering Pines Park Pervious Turf Block & Drainage Improvements #23-06 - Drainage improvements, asphalt resurfacing, installation of turf blocks, sidewalk repairs & improvements, pavement markings & sod restoration.

Length of Contract: _____

Would you enter into a contract with the Company in the future? ____ Yes ____No

Were the services provided acceptable and of quality standards: ____ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No

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

_____

_____

_____

Comments:

_____

_____

_____

_____

_____

Name of Public Entity/Company:

Town of Cutler Bay

Name of Individual completing this form: Alfredo Quintero

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,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Ojus Urban Area District New Pump Station D4-A - T2687
- Construction of new sewage pump station located betw. W.Dixie Hwy & Biscayne Blvd, dewatering, sheet piling, connection of sewer pipe to force main, install electrical service for pump station pumps/controls, curb & gutters, guardrails, asphalt, sod, MOT.

Length of Contract: _____

Would you enter into a contract with the Company in the future? ____ Yes ____No

Were the services provided acceptable and of quality standards: ____ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No

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

_____

_____

_____

Comments:

_____

_____

_____

_____

_____

Name of Public Entity/Company:
SRS Engineering, Inc. (Engineer of Record for WASD)

Name of Individual completing this form: Gilbert A. Caamano, CUC

Signature: _____ Title: Project Manager

Telephone: 305-662-8887 Email: gil@srs-corp.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Coreland Construction Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: 311 Lightspeed Surface Parking - I190008A
- Construction of a 29,000 SF parking area with 102 spaces, site lighting, emergency towers, electrical charging stations, landscaping and irrigation.

Length of Contract: _____

Would you enter into a contract with the Company in the future? ____ Yes ____No

Were the services provided acceptable and of quality standards: ____ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No

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

_____

_____

_____

Comments:

_____

_____

_____

_____

_____

Name of Public Entity/Company:
Miami-Dade County - Internal Services Department

Name of Individual completing this form: Jamal Oubrar

Signature: _____ Title: Project Manager

Telephone: 305-338-1755 Email: oubrar@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Monica Hernandez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Coreland Construction Corp. 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: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

NOTARY PUBLIC STATE OF FLORIDA

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 Monica Hernandez

For Coreland Construction Corp.

Whose business address is: 8950 SW 74th CT, Ste. 2201-C1 / Miami, FL 33156

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0073665

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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): Monica Hernandez

Title: President

Company Name: Coreland Construction Corp.

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

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: Monica Hernandez, President
(print individual's name and title)

for: Coreland Construction Corp.
(print name of entity submitting sworn statement)

whose business address is: 8950 SW 74th Court, Ste. 2201-C1 / Miami, FL 33156

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0073665

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

_____

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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, Monica Hernandez 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:

65-0073665

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

Coreland Construction Corp.

Name of Entity, Individual, Partners or Corporation

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

8950 SW 74th Court, Ste. 2201-C1 / Miami, FL 33156

Street Address Suite Village State Zip Code

Continued Next Page

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
		%
Monica Hernandez	8950 SW 74th CT, Ste. 2201-C1 Miami, FL 33156	51 %
Nestor Hernandez	8950 SW 74th CT, Ste. 2201-C1 Miami, FL 33156	49 %

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): Monica Hernandez

Title: President

Company: Coreland Construction Corp.

Date: 12/09/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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
Marissa Francisco
My Commission HH 533427
Expires 7/1/2028

NOTARY PUBLIC STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Coreland Construction Corp. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : N/A

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Monica Hernandez

Name (typed): Monica Hernandez

Title: President

Company Name: Coreland Construction Corp.

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of, December 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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 California Marisol Francisco Commission MH 533427 Expires 7/1/2028

NOTARY PUBLIC, STATE OF FLORIDA

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): Monica Hernandez

Title: President

Company Name: Coreland Construction Corp.

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Monica Hernandez 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
Marisol Francisco
My Commission HH 513427
Expires 7/1/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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, N/A

Executed on December 9th, 2024 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): Monica Hernandez

Title: President

Company Name: Coreland Construction Corp.

Date: 12/09/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Monica Hernandez (the individual attesting below), being duly authorized byand on behalf of Coreland Construction Corp. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 9th day of December, 20 24.

Signature of Affiant

Print or Type Name: Monica Hernandez, President

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 9th day of December, 20 24.

My Commission Expires: _____

Notary Public

Notary Public State of Florida
Marisol Francisco
My Commission HH 533427
Expires 7/1/2028

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Monica Hernandez

Title: President

Signature: 

Date: 12/09/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Coreland Construction Corp. ("**Company**")

Vendor FEIN: 65-0073665

Address: 8950 SW 74th Court, Ste. 2201-C1

City: Miami State: FL Zip: 33156

Phone number: 305-233-1709 Email Address: monica@corelandconstruction.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Monica Hernandez

Title: President

Signature: Monica Hernandez

Date: 12/09/2024

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)
Coreland Construction Corp.

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.)
8950 SW 74th Court, Ste. 2201-C1

City, state, and ZIP code
Miami, FL 33156

Requester's name and address (optional)
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
6	5	-	0	0	7	3	6	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/09/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ADDENDUM NO. 1

Date: December 3rd, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-004
SW 92nd Avenue Roadway Improvements

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 21st, 2024, and with a bid opening date of December 9th, 2024, with any amendments and/or additions noted below.

Please disregard the typo located on page 22 of the ITB regarding "Time (if applicable)" for the bid opening date. The Village will receive sealed bids no later than 11:00 a.m. on or before Monday, December 9th, 2024 (late submittals, email submittals, and facsimile submissions will not be accepted) by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

Question No. 1: What is the budget of the aforementioned project?

Response: *The Engineer's probable cost for this project is Seven Hundred Seventy-Five Thousand Nine Hundred Fifteen Dollars and Zero Cents ($775,915.00). The cost estimate does include contingency and testing and construction admin.*

Question No. 2: How many contract days will the Company have to complete the work?

Response: *The Company shall perform the Work and be finished no later than six (6) months from the NTP date.*

Question No. 3: Will the Company be able to temporarily close the road to complete the project? Can the Company create an alternate route for local traffic during construction?

Response: *The awarded Company can submit their proposed Temporary Traffic Control Plan (TTCP) during the permit process with the Village, for our review and consideration.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-004

Title: SW 92nd Avenue Roadway Improvements

Name of Contractor Coreland Construction Corp.

Date Addendum Received 12/03/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Monica Hernandez

Signature Monica Hernandez

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 rejection of your bid.

CORELAND CONSTRUCTION

December 9, 2024

Village of Palmetto Bay
C/O Village Clerk
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

RE: ITB# 2025-11-004 – S.W. 92nd Avenue Roadway Improvements

Dear Sir or Madam:

The purpose of this letter is to briefly introduce our company. Coreland Construction Corp. has been providing quality general contracting and construction services in South Florida since 1988, primarily to the public sector. We are a Woman Owned firm and hold multiple State of Florida licenses- Certified General Contractor, Roofing Contractor and Underground Utility Contractor. Coreland provides services under the NAICS Codes 236, 237, 238. Coreland has performed work for numerous public agencies which include but are not limited to:

- Town of Cutler Bay
- Internal Services Dept. / Miami-Dade County, Florida
- Water & Sewer Department / Miami-Dade County, Florida
- Department of Environmental Resources Management / Miami-Dade County, Florida.
- Miami International Airport / Miami-Dade Aviation Department
- Opa-Locka Airport/ Miami-Dade Aviation Department
- US National Park Service
- US Coast Guard Air Station Miami

If we are the awarded bidder, the project would be under the direct supervision and coordination of our V.P., Nestor Hernandez, who has over 40 years of construction experience and who has successfully managed the projects referenced in the chart of completed projects, attached hereto.

Should you have any questions or require additional information, please do not hesitate to contact me via email at monica@corelandconstruction.com or via telephone at 305-233-1709.

Thank you in advance and we look forward to working with you.

Best Regards,

Monica Hernandez
President

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
FL City Community Redevelopment Agency Roadway and Sanitary Sewer Improvements *Project# 10-019-04*	City of Florida City Community Redevelop. Agency 404 West Palm Drive Florida City, FL 33034 CM: Rick Stauts 305-247-8221 craexdir@floridacityfl.gov	$ 293,119	December-11	Primary Contract - BONDED Installation of new sewer lines, abandonment of septic tanks and connection to new sewer lines, sitework, installation of new curbs and sidewalks, asphalt paving, striping, signage, landscaping.
SBDD Culvert Replacement *No Contract/Project# Assigned*	South Broward Drainage District 6591 SW 160 Avenue Southwest Ranches, FL PM: Luis Ochoa 954-680-3337 luis@sbdd.org	$ 71,673	December-12	Primary Contract - BONDED Installation of 48" reinforced concrete pipe culvert and headwalls across roadway while maintaining egress for traffic; expansion of roadway, grading, paving, and installation of guardrails.
Electrical Rehabilitation @ Fort Jefferson National Park Dry Tortugas, FL Owner: US Government	National Park Service 40001 State Road 9336 Homestead, FL 33034 CO: William Leady 305-242-7792 COTR: William Shelley 305-242-7748	$ 320,712	February-12	Primary Contract - BONDED Complete rehabilitation/upgrade to electrical system at Fort Jefferson National Park, in Dry Tortugas, FL. Remote project site located 70 miles offshore from Key West, FL, only accessible via boat / plane.
CDBG Speed Hump Installation *Project# 11806*	City of Fort Lauderdale 100 North Andrews Avenue Ft. Lauderdale, FL PM: Dane Esdelle 954-828-6885 desdelle@fortlauderdale.gov	$ 120,767	July-12	Primary Contract - BONDED Installation of 31 flat top profile speed humps, 38 signs, striping, and all other related work.
Frog City Air Boat Ramp *Contract# P12PC41070*	US National Park Service 40001 State Road 9336 Homestead, FL 33034 PM: William Shelley 305-242-7748 william_shelley@nps.gov	$ 45,348	February-13	Primary Contract - BONDED Installation of pre-cast concrete ramp for air boat/boat launching. Work incl.: turbidity/erosion control. excavation, grading, haul/disposal of waste material, installation of pre-cast concrete, rip rap.
Sidewalk Repair Phase II *Contract# P0012076*	City of South Miami 6130 Sunset Drive South Miami, FL 33143 Engineer: Grizel Martinez 305-403-2048 gmartinez@southmiamifl.gov	$ 20,681	April-13	Primary Contract Demolition and installation of sidewalks throughout multiple locations within City of South Miami.
Supply & Installation/Construction of Concrete Sidewalks, Pads & Curbs During the Period February 1, 2013 to January 31, 2014 *Bid# 2013-009* **March 1, 2014 to February 28, 2015** *Bid# 2014-015*	City of Lauderhill Dept of Environ. & Engineering Services 5581 W. Oakland Park Blvd. Lauderhill, FL 33313 Director: Charlie Cuyler 954-730-4230 ccuyler@lauderhill-fl.gov	$ 91,619	March-14	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks, pads & curbs through individual purchase orders based on City's requirements/needs at various locations throughout City of Lauderhill.

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Transit Infrastructures & Bus Shelters Improvements *WO# 158S-A*	Broward County Transit Dept. 1 N. University Drive, 2401B Plantation, FL PM: Arethia Douglas acdouglas@broward.org	$ 119,414	February-14	Primary Contract - BONDED Install concrete pads, curbs/gutters, & electrical and install new owner-provided bus shelter structures at five different locations within Broward County. Work conducted on roadways, requiring MOT plans/permits.
National Park Service **New Residence @ Ft. Jefferson** **Dry Tortuga National Park** Garden Cove Key, FL *DRTO# 168911*	US National Park Service 12795 W. Alameda Parkway, Rm 311 Denver, Colorado CO: Darrin Knapp, 303-969-2055 COTR: Jose Baerga 305-242-7779	$ 1,152,000	April-14	Primary Contract - BONDED New construction of six unit residence structure to house park staff Trades: Sitework, Concrete/Masonry, Roofing, Plumbing, Electrical, Mechanical, Fire Sprinklers/Protection, Windows/Doors, Finishes, etc.
Manor Lane Traffic Calming Project *RFP# PW2015-05*	City of South Miami 6130 Sunset Drive South Miami, FL 33143 Engineer: Grizel Martinez 305-403-2048 gmartinez@southmiamifl.gov	$ 37,996	September-15	Primary Contract - BONDED Installation of speed humps & signage within multiple locations of Manor Lane, City of South Miami.
CDBG Disaster Recovery Initiative **Hurricane Wilma Catergory Infrastructure Improvements - Emergency Generator Bldg.** *Contract# 08-DB-D3-11-23-01-A01*	City of Florida City Community Redevelop. Agency 404 West Palm Drive Florida City, FL 33034 CRA Exec. Dir.: Jon Ward 305-247-8221 craexdir@floridacityfl.gov	$ 910,850	September-15	Primary Contract - BONDED Construction of new building to house emergency generator and installation of Baldor (1000 KW) Diesel Generator and all required components/appurtences, above-ground diesel storage tank, connection to existing pump stations, site work, asphalt paving, fence.
Mango Terrace Neighborhood Traffic Calming Improvements *RFP# PW2015-20*	City of South Miami 6130 Sunset Drive South Miami, FL 33143 Engineer: Grizel Martinez 305-403-2048 gmartinez@southmiamifl.gov	$ 58,132	February-16	Primary Contract - BONDED Installation of speed humps & signage within multiple locations of Mango Terrace, City of South Miami.
Sidewalk Replacement & Installation *IFB# 36-06-15*	City of North Miami 776 NE 125 Street North Miami, FL 33161 Asst. Dir.: Greg Netto305-895-9870 ext 14003 gnetto@northmiamifl.gov	$ 245,700	June-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of North Miami.
FY2014 Sidewalk Construction *Project# EN14-001*	City of Hollywood 2600 Hollywood Boulevard Hollywood, FL 33022 Engineer: Frank Leon 954-921-3900 fileon@hollywoodfl.org	$ 608,880	April-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of Hollywood.
Concrete Installation & Replacement *Bid# 2015-10-PW*	City of Cooper City 9090 SW 50 Place Cooper City, FL 33328 Director: Denise Yoezle 954-434-2300 ext 306 dyoezle@coopercityfl.org	$ 155,555	September-16	Primary Contract - BONDED Blanket contract to supply & install/construct concrete sidewalks based on City's requirements/needs at various locations throughout City of Cooper City.

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Concrete & Asphalt Restoration Services *Contract# M1124709B1*	Broward County Purchasing Div. - Unit M 115 S. Andrews Ave., Ste. Ft. Lauderdale, FL 33301 Purch. Agent: Randall Plunkett 954-357-6630 rplunkett@broward.org	$ 3,027,060	December-16	Primary Contract - BONDED Blanket contract (2014-2016) to perform concrete/asphalt restoration work to meet requirements/needs of numerous County departments (Water & Sewer, Facilities, Port Everglades, Park & Recreations, etc) at various locations throughout Broward County.
Install Utility Shed and Provide Sitework & Utilities @ Vizcaya Museum *RPQ# VZ-MH-SHD-2015R / CICC 7040-0/07*	Miami-Dade County Vizcaya Museum & Gardens 3251 S. Miami Avenue Miami, FL 33129 PM: Alice Arguelles 786-469-2062 alice.arguelles@miamidade.gov	$ 190,000	July-17	Primary Contract - BONDED Install concrete support foundation, slab, apron & tie down of owner-provided pre-fabricated wood frame shed, plus install utility infrastructure and connection. Trades: Sitework, Concrete, Plumbing, Electrical, & Mechanical
CDWWTP Contractors Const. Trailer Site for Consent Decree *RPQ# T2350* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Water & Sewer Dept. 3071 SW 38 Avenue Miami, FL 33146 PM: Daniel Edwards 786-552-8354 daniel.edwards@miamidade.gov	$ 657,050	September-18	Primary Contract - BONDED Install water main, sanitary system, lift station & roadway/parking for construction trailer at the Central District Wastewater Treatment Plant, Virginia Key.
OPF Service Road-Phase 2 Opa-Locka General Aviation Airport *RPQ# S019B* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Aviation - Facilities Development Division 4200 NW 22 Street, Bldg. 3030 Miami, FL 33159 PM: Alejandro Montalvo 305-876-7513 amontalvo@miami-airport.com	$ 1,361,616	October-19	Primary Contract - BONDED Construction of a two-lane rural roadway typical section to serve as an interior service road at Opalocka Executive Airport. Work to include survery/controls, clearing & grubbing, excavation, disposal of excavated material, grading, limerock base, paving marking/striping, guardrail, swales/drainage, sodding, etc.
311 Lightspeed Surface Parking *RPQ# I190008A* *Contract# MCC 7040 Plan - CICC 7040-0/07*	Miami-Dade County Internal Services Dept. 111 NW 1st Street, Ste. 2420 Miami, FL 33126 PM: Jamal Oubrar 305-375-3788 Jamal.Oubrar@miamidade.gov	$ 1,018,653	February-21	Primary Contract - BONDED Construction of 29,000 SF parking area with 102 spaces, site lighting, emergency towers, electrical vehicle charging stations, landscaping and irrigation.
Whispering Pines Park Pervious Turf Block & Storm Drain Improve. *ITB# 23-06*	Town of Cutler Bay Public Works Dept. 10720 Caribbean Blvd., Suite 105 Cutler Bay, FL 33189 Director: Alfredo Quintero 786-573-5520 aquintero@cutlerbay-fl.gov	$ 425,800	November-23	Primary Contract - BONDED Drainage improvements, asphalt resurfacing, installation of turf blocks, sidewalk repairs & improvements, pavement markings and sod restoration.

CORELAND CONSTRUCTION

Past Construction Projects

Project Information	Client Information	Contract Amount	Completion Date	Project Description
Ojus Urban Area District **New Pump Station D4-A** *RPQ# T2687* *Contract# MCC 7040 Plan - CICC7040-0/07*	Miami-Dade County Water & Sewer Dept. 3071 SW 38 Avenue Miami, FL 33146 Asst. Director: Juan Curiel 786-552-8399 Juan.Curiel@miamidade.gov	$ 915,337	February-24	Primary Contract - BONDED Construction of new pump station, +30ft. excavation/installation of sheet piling for placing underground wet well structure (approx. 190,000 lbs), connection of sewer pipe to force main, install electrical service for pump station pumps/controls, curbs/gutters, concrete slab for elec. equip., concrete slab over new structures, new guardrails, asphalt, & sod restoration
Elections Dept. Building **Generator Set Replacement** *RPQ# I190065* *Contract# MCC 7040 Plan - CICC7040-0/07*	Miami-Dade County Internal Services Dept. 111 NW 1st Street, Ste. 2420 Miami, FL 33126 PM: Rafael Salles 305-775-3249 Rafael.Salles@miamidade.gov	$ 1,251,726	March-24	Primary Contract - BONDED Install new generator set w/ new ductbank, construct new pad to house new generator & existing generator, relocate/connect existing generator, demo existing garbage enclosure, construct new garbage enclosure w/ fence gates, install bollards, reconfigure parking around new generator area.

HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

SW 92nd Avenue Roadway Improvements
ITB#: 2025-11-004

SUBMITTED TO:
Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

BID DATE AND TIME:
Monday, December 9th, 2024
10:00 A.M.

Hahn Construction Engineering Contractors, Inc.
23555 S. W. 153 Ct., Homestead, FL 33032
O: (305) 247-4272 / F: (305) 242-3621
E-Mail: info@hahncec.com / www.hahncec.com

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	47,000.00	47,000.00
102-1	Maintenance of Traffic	1	LS	40,000.00	40,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	12,050.00	12,050.00
110-1	Clearing and Grubbing	1	LS	98,000.00	98,000.00
160-4	Type B Stabilization	608	SY	6.00	3,648.00
0285-701	Optional Base, Base Group 01	608	SY	25.00	15,200.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	5.25	57,750.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	260.00	169,000.00
425-6	Manholes and Valves, Adjust	13	EA	1,050.00	13,650.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	40.00	44,240.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	70.00	37,100.00
570-1-2	Performance Turf (Sod)	1037	SY	15.75	16,332.75
0700	Signage and Pavement Markings	1	LS	44,000.00	44,000.00
SR-1	Site Restoration	1	LS	21,050.00	21,050.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				10,039.61
			TOTAL		679,310.36

Total Bid Amount..... $ 679,310.36
Total Bid Amount (in words)
SIX HUNDRED SEVENTY NINE THOUSAND THREE HUNDRED TEN DOLLARS AND THIRTY SIX CENTS

Signature of Official
Name (typed) Michael Hahn
Title: President
Company: Hahn Construction Engineering Contractors, Inc.
Date: 12/9/24

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-004

Title: SW 92nd Avenue Roadway Improvements

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received December 3, 2024

Total Pages of Addendum including Acknowledgement 2

Print Name Michael Hahn, President

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 rejection of your bid.

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Concrete	Barreiro Concrete Corp.	25440 SW 140 Ave. Princeton, FL	305.258.7004

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

INTRODUCTION:

Hahn Construction Engineering Contractors has been in business since 1992 and was incorporated in the State of Florida in 1995. It is a family-owned business operated by two brothers, Michael and Rickey Hahn. Hahn Construction has completed various multimillion projects for FDOT, Baptist Hospital, Leon Medical Center and several private commercial projects such as Chick Fil A restaurants, Wawa gas stations, self-storage buildings and apartment buildings.

For any questions or requests, please contact:

Patty Hahn
Hahn Construction Engineering Contractors, Inc.
23555 SW 153 Ct.
Homestead, FL 33032
Tel. 305.24.4272
Cell 786.531.2424
Email: hahnconstruction@hahncec.com

ADDITIONAL PROJECT REFERENCES:

T6413 – GOLDEN GLADES INTERCHANGE– MIAMI DADE COUNTY, FL

FDOT#: 428358-1-52-01, 428358-4-52-01; et al - SR-826 at the Golden Glades Interchange

Project Description: Project consists of underground Drainage installation of 6,110 LF of pipe 12"-48", 67 drainage inlets and 2 manholes

Owner: FDOT – Region 6

G.C.: Halley Engineering Contractors, Inc. –
13901 NW 118th Ave., Miami, Fl. 33178

Contact: Justin Valdez – PM - Telephone: 305-883-0055 EXT: 126
Email: jvaldes@halleyeng.com

Total Value of Contract: $2,951.520

Date of Completion: To be Completed 2029

- Hahn Construction performed the work as a subcontractor under Halley Engineering.

Project Personnel: **See below list of project personnel and list of projects**

- **T6508 – OKEECHOBEE – MIAMI DADE COUNTY, FL**
  SR 25 (Okeechobee RD) From Broward County line to HEFT

  Project Description: Project consists of underground Drainage installation of 13,583 French Drainage pipe 24", 188 drainage inlets and 9,600 LF of solid pipe

  Owner: FDOT – Region 6

  G.C.: Halley Engineering Contractors, Inc. –
  13901 NW 118th Ave., Miami, Fl. 33178

  Contact: Justin Valdez – PM - Telephone: 305-883-0055 EXT: 126
  Email: jvaldes@halleyeng.com

  Total Value of Contract: $1,690,529

  Date of Completion: June 2023

  - Hahn Construction performed the work as a subcontractor under Halley Engineering.

  Project Personnel: See below list of project personnel and list of projects

- **E4Q32 – I-95 EXPRESS LANES 3A-1 - BROWARD COUNTY, FL**
  FDOT # 433108-4-52-01 & 428009-1-52-01/E4Q32 I-95 Express lanes from S of Broward Blvd to N of Commercial Blvd.

  Project Description: Project consists of underground Drainage installation – approx. 6.800 LF of 18" up to 54" pipe, 1,776 LF of French Drain and 94 drainage inlets

  Owner: FDOT – Region 4

  G.C.: The de Moya Group - 14600 SW 136th St., Miami, FL 33186

  Contact: AJ de Moya – Tel. 305-255-5713

  Total Value of Contract: $4,530,800

  Date of Completion: 2022

  Hahn Construction performed the work as a subcontractor under Halley Engineering.

  - Hahn Construction performed the work as a subcontractor under The de Moya Group.

PROJECT PERSONNEL:

See below list of project personnel and list of additional projects

Michael Hahn – President / Sr. Project Manager – Mr. Hahn is responsible for day to day operations of the business and all projects, ensuring successful turnaround on projects. Assisting on any issues that may arise on any project. Communicating with clients and building good business relations with our clients.

Rickey A. Hahn, Vice President / Project Manager – Oversee all aspects of construction from job commencement to final closeout. Mr. Hahn was onsite on a daily basis ensuring a smooth process throughout the entire construction of the project. He communicated daily with owner and owner's staff. Mr. Hahn has over 25 years of experience in the construction industry installing underground utilities and parking lots, he also offers extensive expertise in the operation of heavy equipment and the use of trench shoring and well point systems. He has worked on various FDOT projects installing underground utilities, especially drainage, which includes road restoration, clearing and grubbing, etc.

Jose A. Silva – Superintendent/Foreman – Mr. Silva has been with the company for 20 years and has worked alongside Mr. Rickey Hahn on all projects. Mr. Silva is responsible for running all equipment from large excavators to backhoes. He is experienced in digging under utilities such as FPL electrical conduits, AT&T, etc.

Michael Hahn – Assistant Superintendent – Mr. Hahn has been with the company for over 7 years and has been assigned to various jobs alongside Rickey Hahn and Mr. Silva. Mr. Hahn is responsible for assisting Mr. Silva in progress of the job on a daily basis, ensuring that all materials required are onsite, all inspections are called in, and managing a crew of approximately 5-8 men. Mr. Hahn also has a vast experience in operating all equipment necessary to complete the installation of drainage pipe and structures.

Jose A. Villarreal – Sr. Pipe Layer – Mr. Villarreal has been with the company for 6 years and has worked alongside and has been part of this team since day one of his employment, he is responsible for installing pipe and structures and ensuring all digging and bedding has been done correctly so pipe can be installed smoothly and without issues. He works alongside other pipe layers and laborers.

Emma P. Hahn – Assistant Project Manager – Ms. Hahn has a Bachelor's degree in Business Administration and is experienced in the day to day operations of the projects. Ms. Hahn has been with the firm for 12 years and has obtained invaluable experience throughout the years. Ms. Hahn has worked in all projects listed below with this team. Her experience makes her a great asset to this project should Hahn Construction be awarded.

ADDITIONAL PROJECT EXPERIENCE:

Below is a list of projects the above team has completed in the Past 5 years:

- **Tamiami Self Storage - Miami, FL**
  Project Description: Installation of underground utilities – water, sewer and drainage, concrete and paving
  Owner: Tamiami Storage LLC
  Date of Completion: September 2024

- **Self Storage Opa Locka-Opa Locka, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: GSI Opa Locka Owner LLC
  Date of Completion: July 2024

- **West Kendall Self Storage-Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: 8805 172nd SP, LLC
  Date of Completion: June 2024

- **Palmetto Bay Self Storage, Palmetto Bay, FL**
  Project Description: Underground utilities relocations for water and sewer, parking lot
  Owner: Palmetto Bay Storage Development LLC
  Date of Completion: January 2023

- **Chick Fil A #4606 - Hialeah, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: October 2023

- **Wawa 5417-Pembroke Park, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: WAWA Florida LLC
  Date of Completion: August 2023

- **Chick Fil A #4835 - Doral, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: July 2023

- **IHOP – Homestead, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Sunshine Restaurant Partners LLC
  Date of Completion: November 2022

- **Chick Fil A #4690 – Miami Gardens, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: December 2022

- **Chick Fil A #4531 – Miramar, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Chick Fil A
  Date of Completion: July 2022

- **Wawa#5402 – Coral Gables, FL**
  Project Description: Installed underground utilities – and replaced sidewalks
  Owner: Wawa Florida LLC
  Date of Completion: February 2022

- **Acorn Self Storage - Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Acorn Mini Storage LLC
  Date of Completion: October 2021

- **Meadows Outparcel - Miami, FL**
  Project Description: Underground utilities – water, sewer and drainage/new parking lot
  Owner: Meadows at Bird Road LLC
  Date of Completion: October 2019

LICENSES:

State of Florida Registration # RU11066613 – Underground Utilities Excavation Contractor
Miami-Dade County License # E857 – Paving Engineering and Pipeline Engineering
Broward County License # 12-1A-17967-X – Pipeline Engineering, Water, Sewer & Drainage
Monroe County License # UC0001– Pipeline Engineering, Water, Sewer & Drainage

Additional Project Experience and Project References Available Upon Request

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Hahn Construction Engineering Contractors, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: PALMETTO BAY RETAIL & STORAGE
Installed water and sewer extension, installed 5850 SF of 4" sidewalk, type D Curb and Type F curb and gutter
Contract amount: $613,948
Length of Contract: 1 Year
Would you enter into a contract with the Company in the future? X Yes ___ No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
DC Construction Associates Inc.
Name of Individual completing this form: Kurt Langford
Signature:
Title: VICE PRESIDENT
Telephone: 561-722-2982
Email: kurt@dcconstructionassociates.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Hahn Construction Engineering Contractors, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Chick Fil A #4606 - Hialeah
Installed 8" DIP water main and fire hydrant, road and sidewalk restoration including drainage
Contract Amount: 581,173

Length of Contract: 11 Months

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

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

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

Was a pleasure to work with Hahn, all work performed professionally and in a timely manner.

We look forward to many more projects with Hahn in the future.

Comments:

Name of Public Entity/Company:
Rescon Group

Name of Individual completing this form: Houston Sullivan

Signature: _____ Title: Superintendant

Telephone: 954.707.2641 Email: HSullivan@rescongroup.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Hahn Construction Engineering Contractors, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Installed 12" DIP water main, 3 fire hydrants, road and sidewalk restoration. Offsite Concrete curb and sidewalk, paving, milling and resurfacing

Length of Contract: 2 Years

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

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

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

Comments:

Name of Public Entity/Company:
OHL BUILDING

Name of Individual completing this form: Isvant Mora

Signature: _____ Title: Operations Manager

Telephone: 786-418-3740 Email: isvant.mora@ohla-usa.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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): Michael Hahn

Title: President

Company: HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

Date: 12/9/24

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Michael Hahn being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of: Hahn Construction 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: Michael Hahn

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th of December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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

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 Michael Hahn

For Hahn Construction Engineering Contractors, Inc.

Whose business address is: 23555 SW 153 Ct. Homestead, FL 33032

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0629829

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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): Michael Hahn

Title: President

Company Name: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th of December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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 STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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: Michael Hahn, President

(print individual's name and title)

for: Hahn Construction Engineering Contractors, Inc.

(print name of entity submitting sworn statement)

whose business address is: 23555 SW 153 Ct. Homestead, FL 33032

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0629829

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th of December day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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, Michael Hahn 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:

65-0629829

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

Hahn Construction Engineering Contractors, Inc.

Name of Entity, Individual, Partners or Corporation

N/A

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

23555 SW 153 Ct. Homestead, FL 33032

Street Address Suite Village State Zip Code

Continued Next Page

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
Michael Hahn	21930 SW 254 St. Homestead, FL 33031	50 %
Rickey A Hahn	23555 SW 153 Ct. Homestead, FL 33032	50 %
		%

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:

None.

Signature of Official: _____

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th of December day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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 STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Hahn Construction Engineering Contractors, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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): Michael Hahn

Title: President

Company Name: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th of December day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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 STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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): Michael Hahn

Title: President

Company Name: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th of December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Michael Hahn 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 STATE OF FLORIDA
EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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 December 9, 2024 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): Michael Hahn

Title: President

Company Name: Hahn Construction Engineering Contractors, Inc.

Date: 12/9/24

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI DADE

I, Michael Hahn (the individual attesting below), being duly authorized by and on behalf of Hahn Construction Engineering Contractors, Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 9th day of December, 20 24

Signature of Affiant

Print or Type Name: Michael Hahn, President

State of FLORIDA

County of MIAMI DADE

Signed and sworn to (or affirmed) before me,

this the 9th day of December, 20 24.

My Commission Expires: 08/13/2026

Notary Public

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Michael Hahn

Title: President

Signature: Michael Hahn Date: 12/9/24

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Hahn Construction Engineering Contractors, Inc. ("**Company**")
Vendor FEIN: 65-0629829
Address: 23555 SW 153 Ct.
City: Homestead State: FL Zip: 33032
Phone number: 305.247.4272 Email Address: hahnconstruction@hahncec.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Michael Hahn
Title: President
Signature: Michael Hahn
Date: 12/9/24

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hahn Construction Engineering Contractors, Inc. (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 Hahn Construction Engineering Contractors, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 9th day of December, and attested by its Witness, A.D., 2024.

ATTEST:

Hahn Construction Engineering Contractors, Inc.

President (Title)

By: (Principal)

ATTEST:

Old Republic Surety Company

Dania Gogerty

Fabian Ratto

By: (Surety) Attorney-in-Fact
Jarrett Merlucci

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHARLES J. NIELSON, DAVID R. HOOVER, JARRETT MERLUCCI of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2nd day of May, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 2nd day of May, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2282

Signed and sealed at the City of Brookfield, WI this 9th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

NIELSON, HOOVER & COMPANY, INC

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)
Hahn Construction Engineering Contractors, 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.)
23555 SW 153 Ct., Homestead, FL 33032

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
65-0629829

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 12/9/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/25/2024

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	**CONTACT NAME:** Vita Delancy
Fortitude Insurance Solutions, LLC	**PHONE (A/C, No, Ext):** (954) 876-1106 **FAX (A/C, No):** (954) 488-3311
10200 West State Road 84	**E-MAIL ADDRESS:** vita@fortsure.com
Unit 103	
Davie FL 33324	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CM Vantage Specialty Insurance	15871
INSURER B : National Specialty Insurance Company	22608
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hahn Construction Engineering Contractors, Inc
23555 Southwest 153rd Court

Homestead FL 33032

COVERAGES **CERTIFICATE NUMBER:** CL2461724478 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CMV-PLI-0025993-04	06/15/2024	06/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GMI-0206-03	02/17/2024	02/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 1,000			CMV-EXL-0026008-04	06/15/2024	06/15/2025	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] 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)

Certificate Holder is listed as Additional Insured in regards to General Liability when required by written contract.

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 East Hibiscus Street

Palmetto Bay FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David French

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/24/2024 **EXPIRATION DATE:** 7/24/2026

PERSON: MICHAEL HAHN **EMAIL:** HAHNCONSTRUCTION@HAHNCEC.COM

FEIN: 650629829

BUSINESS NAME AND ADDRESS:

HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.

23555 SW 153 CT.

HOMESTEAD, FL 33032

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E01968885 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 01/2023

Contractor License Information

Contractor Number:	E857
Contractor name:	HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.
Address:	23555 SW 153 COURT
City, St, Zip:	HOMESTEAD FL 33032
Phone:	(305) 247-4272
Other Phone:	
Fax:	(305) 242-3621
Email:	HAHN502994@BELLSOUTH.NET
D/B/A:	
Contractor Status:	ACTIVE

Class	Category	Category Description	Expiration Date
ENGR	3	PIPE LINE ENG	09/30/2025
ENGR	7	PAVING ENGINEERING	09/30/2025

CONTRACTOR INQUIRY COMPLETE

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;

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

3593416

RECEIPT NO.
RENEWAL
2803493

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
HAHN CONSTRUCTION
ENGINEERING CONTRACTORS
INC
23555 SW 153RD CT
HOMESTEAD, FL 33032-2023

OWNER
HAHN CONST ENGINEERING CONTR
INC

SEC. TYPE OF BUSINESS

196	SPECIALTY ENGINEERING CONTRACT	
Worker(s) 10	E857	

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/07/2024
INT-24-458543

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

MIAMI-DADE COUNTY

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

HAHN, MICHAEL

HAHN CONSTRUCTION ENGINEERING CONTRACTORS INC.
23555 SW 153RD COURT
HOMESTEAD FL 33032

LICENSE NUMBER: RU11066613

EXPIRATION DATE: AUGUST 31, 2025

Always verify licenses online at 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.

HARTEC GROUP

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Re: Introduction Letter

To whom it may concern:

Allow us to introduce our company-, Hartec Group, Inc. With a rich history of excellence in construction and a commitment to enhancing communities, we take great pride in our work. Our team is composed of dedicated professionals who bring a wealth of experience and expertise to every project we undertake.

We hope to have the opportunity to provide the Village of Palmetto Bay with the same service as we have done in other municipalities, and contribute to its growth and development. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Best regards,

Garrett Hardie, Vice-President

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	100,000.00	100,000.00
102-1	Maintenance of Traffic	1	LS	30,000.00	30,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	6,000.00	6,000.00
110-1	Clearing and Grubbing	1	LS	20,000.00	20,000.00
160-4	Type B Stabilization	608	SY	25.00	15,200.00
0285-701	Optional Base, Base Group 01	608	SY	40.00	24,320.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	7.00	77,000.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	200.00	130,000.00
425-6	Manholes and Valves, Adjust	13	EA	900.00	11,700.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	49.00	54,194.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	150.00	79,500.00
570-1-2	Performance Turf (Sod)	1037	SY	9.00	9,333.00
0700	Signage and Pavement Markings	1	LS	20,000.00	20,000.00
SR-1	Site Restoration	1	LS	30,000.00	30,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		657,247.00
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				7,526.21
			TOTAL		665,023.21

Total Bid Amount..... $ 665,023.21
Total Bid Amount (in words)
Six Hundred Sixty five Thousand Twenty-three dollars and twenty one cents.
Signature of Official
Name (typed) Garrett Hardie
Title: Vice President
Company: Hartec Group Inc.
Date: 12/19/24

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,



Detail by Entity Name

Florida Profit Corporation
HARTEC GROUP, INC.

Filing Information

Document Number	P09000017199
FEI/EIN Number	26-4325232
Date Filed	02/24/2009
Effective Date	02/24/2009
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES
Event Date Filed	11/08/2019
Event Effective Date	NONE

Principal Address

8200 SW 187 TER
CUTLER BAY, FL 33157

Changed: 11/08/2019

Mailing Address

P.O. BOX 562312
MIAMI, FL 33176

Changed: 11/08/2019

Registered Agent Name & Address

FLORIDA CORPORATE SERVICES LLC
3006 AVIATION AVENUE
STE. 2A
COCONUT GROVE, FL 33133

Name Changed: 02/03/2020

Address Changed: 02/03/2020

Officer/Director Detail

Name & Address

Title P

HARDIE, MAURICE
8200 SW 187 TERR
CUTLER BAY, FL 33157

Title VP

HARDIE, GARRETT
15840 SW 148 TERR
MIAMI, FL 33196

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2023	02/17/2023
2024	04/17/2024

Document Images

04/17/2024 -- ANNUAL REPORT	View image in PDF format
02/17/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
02/23/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
11/08/2019 -- Restated Articles	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/04/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- Amendment	View image in PDF format
11/30/2015 -- Amendment	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/18/2012 -- ANNUAL REPORT	View image in PDF format
04/03/2011 -- ANNUAL REPORT	View image in PDF format
09/21/2010 -- Reg. Agent Change	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
02/24/2009 -- Domestic Profit	View image in PDF format

HARTEC GROUP

Company Chain of Authority

President
Maurice Hardie

Vice President and Senior Project Manager
Garrett Hardie

Senior Project Manager II
Ricardo Pell

Office Manager
Maria Hardie

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

Section 5.0: Technical Specifications

FDOT Specifications FY 2024-2025 Unless Otherwise Noted

The following specifications and other referenced specifications are included as part of these Contract documents:

101	Mobilization
102	Maintenance of Traffic
104	Prevention, Control, and Abatement of Erosion and Water Pollution
110	Clearing and Grubbing
120	Excavation and Embankment
160	Stabilizing
162	Finish Soil Layer
200	Rock Base
204	Graded Aggregate Base
210	Reworking Limerock Base
230	Limerock Stabilized Base
234	Superpave Asphalt Base
300	Prime and Tack Coats
327	Milling of Existing Asphalt Pavement
330	Hot Mix Asphalt
334	Superpave Asphalt Concrete
347	Portland Cement Concrete – Class NS
425	Inlets, Manholes, and Junction Boxes
520	Concrete Gutter, Curb Elements and Traffic Separator
570	Performance Turf
700	Highway Signing
710	Painted Pavement Markings
711	Thermoplastic Pavement Markings
901	Coarse Aggregate
902	Fine Aggregate
911	Base and Stabilized Base Materials
970	Materials for raised Pavement Markers and Adhesive
971	Pavement Marking Materials
990	Temporary Traffic Control Devices Materials

Notes:

1. Related sections of the FDOT specifications are included by reference to these specification sections.
2. The Village is replaced as the Owner of the facility. References to inspections and approvals are the responsibility of the Village and their designated representatives.
3. The measure of payments for this project are included in the Bid Documents, therefore references to payments in the FDOT specifications are to be adjusted to match the advertised bid documents.

Section 6.0: 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 of the required information and documents, and a flash drive of your submittal no later than 11:00 a.m. EST December 9th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 9*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 9 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
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.

SECTION 7.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

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 experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

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	Thursday, November 21st, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, November 26th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, December 3rd, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, December 3rd, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, December 9th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

8.01 Contract Award

A. Competency and Responsibility of Proposer
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made 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 bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12/9/24

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
NONE	NONE	—	—

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Hartec Group Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Drainage Improvements

Length of Contract: 240

Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:
N/a

Comments:

Name of Public Entity/Company:
Village of Palmetto Bay

Name of Individual completing this form: Dionisio Torres

Signature: [signature] Title: Director of Public Service

Telephone: (305) 969-5086 Email: dtorres@palmetobay-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Hadaa Corp Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Drainage Structure Manholes Solid drainage Pipe, French drain, Roadway restoration

Length of Contract: _____

Would you enter into a contract with the Company in the future? X Yes ____ No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

_____

Comments:

_____

Name of Public Entity/Company: Miami-Dade County

Name of Individual completing this form: Alfonso Duarte

Signature: _____ Title: Construction Engineer

Telephone: (305) 375-2392 Email: alfonso.duarte@miamidade.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: Harter Group Inc

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Drainage, Solid drainage pipe, french drain at roadway

Length of Contract: 1 year

Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of South Miami

Name of Individual completing this form: Aurelio Carmenates, P.E.

Signature: Aurelio Carmenates Title: CIP Project Manager

Telephone: (305) 403-7067 Email: acarmenates@southmiamifl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12/9/24

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Garrett Hardie being first duly sworn, deposes and says that:

(1) (He)/she is the, (Owner, Partner, Officer, Representative or Agent) of: Hartec Group 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): Garrett Hardie

Title: Vice president

Company: Hartec Group Inc.

Date: 12/9/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami – Dade

On this 9th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Herdic 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

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 Garrett Hardie

For Hartec Group Inc.

Whose business address is: 8200 SW 187 Ter. Cutler Bay, FL 33157

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4325232

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

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: Garrett Hardie, Vice President
(print individual's name and title)

for: Hardie Group Inc.
(print name of entity submitting sworn statement)

whose business address is: 8200 SW 187 Terr. Cutler Bay, FL 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4325232

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of, 20 24 before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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, Garrett Hardie 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:

26 - 4325232
Federal Employer Identification Number (If none, Social Security Number)

Hartcc Group Inc.
Name of Entity, Individual, Partners or Corporation

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

8200 SW 184 Terr. Cutler Bay, FL. 33157
Street Address Suite Village State Zip Code

Continued Next Page

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
Maurice Hardie	8200 SW 187 Terr Cutler Bay, FL 33157	90%
Garrett Hardie	15840 SW 140 Terr Miami, FL 33196	10%
		%

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): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12/9/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th day of, December 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Hartec Group Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay SW 92nd ave Roadway improvements ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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): Garrett Hardre

Title: vice president

Company Name: Hartec Group Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 9th day of, December 20 24 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

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 Hartec Group 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): Garrett Hardre

Title: Vice President

Company Name: Hartec Group Inc.

Date: 12/9/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th day of December, 20 24 before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardre 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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 9th on December 2024 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): Garrett Hardie

Title: vice president

Company Name: Hartec Group Inc.

Date: 12/4/24

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami - Dade

I, Garrett Hardie (the individual attesting below), being duly authorized byand on behalf of Hartec Group Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 4th day of December, 20 24

Signature of Affiant

Print or Type Name: Garrett Hardie

State of Florida

County of Miami - Dade

Signed and sworn to (or affirmed) before me,

this the 4th day of December, 2024.

My Commission Expires: _____

Notary Public

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Garrett Hardie

Title: Vicepresident

Signature: _____ Date: 12/9/24

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Hartec Group Inc. ("**Company**")
Vendor FEIN: 26 - 4329232
Address: 8200 SW 187 Ter.
City: Cutler Bay State: FL Zip: 33157
Phone number: 786 - 471 - 4294 Email Address: hartecgroupinc@gmail.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Garrett Hardie
Title: Vice President
Signature:
Date: 12/9/24

ADDENDUM NO. 1

Date: December 3rd, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-004
SW 92nd Avenue Roadway Improvements

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 21st, 2024, and with a bid opening date of December 9th, 2024, with any amendments and/or additions noted below.

Please disregard the typo located on page 22 of the ITB regarding "Time (if applicable)" for the bid opening date. The Village will receive sealed bids no later than 11:00 a.m. on or before Monday, December 9th, 2024 (late submittals, email submittals, and facsimile submissions will not be accepted) by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

Question No. 1: What is the budget of the aforementioned project?

Response: *The Engineer's probable cost for this project is Seven Hundred Seventy-Five Thousand Nine Hundred Fifteen Dollars and Zero Cents ($775,915.00). The cost estimate does include contingency and testing and construction admin.*

Question No. 2: How many contract days will the Company have to complete the work?

Response: *The Company shall perform the Work and be finished no later than six (6) months from the NTP date.*

Question No. 3: Will the Company be able to temporarily close the road to complete the project? Can the Company create an alternate route for local traffic during construction?

Response: *The awarded Company can submit their proposed Temporary Traffic Control Plan (TTCP) during the permit process with the Village, for our review and consideration.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-004

Title: SW 92nd Avenue Roadway Improvements

Name of Contractor Hartec Group Inc.

Date Addendum Received 12/3/24

Total Pages of Addendum including Acknowledgement 2

Print Name Garrett Hardie

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 rejection of your bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hartec Group, Inc. (hereinafter called the Principal), and The Gray Casualty & Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Louisiana is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 Hartec Group, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Gray Casualty & Surety Company as "Surety" herein, has caused these presents to be signed in its name by its attorney-in-fact, under its corporate seal, this 9th day of December, and attested by its power of attorney, A.D., 20 24.

ATTEST:

Maurice Hardie
President (Title)

By: Hartec Group, Inc.

(Principal)

ATTEST:

See Power of Attorney Attached

The Gray Casualty & Surety Company

By: _____
(Surety) Attorney-in-Fact
Michael A. Bonet

THE GRAY CASUALTY & SURETY COMPANY SEAL

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Hartec Group, Inc.

Project: SW 92nd Avenue Roadway Improvements; #2025-11-004

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of December , 2024 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of December , 2024 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

SW 92nd Avenue Roadway Improvements

ITB NO.:

2025-11-004

DUE DATE:

Monday, December 9th, 2024 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Thursday, November 21st, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)

No. 2025-11-004

SW 92nd Avenue Roadway Improvements

The Village of Palmetto Bay is currently soliciting for roadway improvements. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Monday, December 9th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package *clearly marked with the bid titled "**SW 92nd Avenue Roadway Improvements ITB# 2025-11-004**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE 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 pre-bid meeting is scheduled for **Tuesday, November 26th, 2024, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Thursday, November 21st, 2024.** The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division. abencomo@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, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, 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 ("Village")

SW 92nd Avenue Roadway Improvements (the "Project")

Construct roadway improvements for the Village (**ITB# 2025-11-004**). The Project area is generally located at SW 92nd Avenue between South Dixie Highway and SW 164th Street. The Project shall include but not be limited to roadway milling & resurfacing, drainage improvements, shoulder widening, new raised concrete curb median island and concrete traffic separators, bicycle lane extension and markings, signing and marking improvements, landscaping improvements, and site restoration throughout the Project area. Where landscaping improvements are applicable, these plantings will all be Florida native landscaping. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

All bids must be on a Guaranteed Maximum Price (GMP) basis per the Bid Form.

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts 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 the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

Bidders 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; neither the Village nor the Engineer assumes any responsibility for errors or omissions resulting from the Bidder's review of the Bidding Documents. Bidders are to promptly notify the Village's Procurement Specialist, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or error in the ITB or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar 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 a Bidder waives all claims that they are not in compliance 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) familiarize itself 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 including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 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 Engineer in preparing the Drawings and Specifications. The Village 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 the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.3 On request, the Village will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.

3.02.4 The property upon which the Work is to be performed, includes rights-of-way for access thereto and other property designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.02.5 The submission of a Bid will constitute a binding 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.

3.03 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 or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the bidding documents.

Inquiries must be received by Tuesday, December 3rd, 2024, no later than 3:00 p.m. The Addendum will be posted by Tuesday December 3rd, 2024, no later than 5:00 p.m. on Vendor Registry.

3.04 Addenda to ITB

The Village 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 Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder 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 unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to this time may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB 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, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- 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.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 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 act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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_CH2AD_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 bidder and the Procurement Specialist 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.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 9.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, 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. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

- 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.

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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a 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) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within fifteen (15) calendar days after Village notification to comply, the bidder 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 bidder 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 bidder 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.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only
No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications
Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached 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 bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds
The Village 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.

3.20 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages
The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed

insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders 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 in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting 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.

In order that the Village 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 Village. The Village may make a determination 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 Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall 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 Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing 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 the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the bidder's negligence, at both trial and appellate levels. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

3.26 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 of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 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: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties 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 for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager 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.

3.30 Bid Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified 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 fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (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.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. 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 fifty thousand dollars and zero cents ($50,000.00) a surety bond is 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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

The Bidder has carefully and to full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids; that a full examination of the location of the proposed Work has been made and agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work generally described as follows:

Construct roadway improvements for the Village (**ITB# 2025-11-004**). The Project area is generally located at SW 92nd Avenue between South Dixie Highway and SW 164th Street. The Project shall include but not be limited to roadway milling & resurfacing, drainage improvements, shoulder widening, new raised concrete curb median island and concrete traffic separators, bicycle lane extension and markings, signing and marking improvements, landscaping improvements, and site restoration throughout the Project area. Where landscaping improvements are applicable, these plantings will all be Florida native landscaping. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

It is proposed that the Project shall be constructed for the Total GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the GMP.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	$50,000.00	$50,000.00
102-1	Maintenance of Traffic	1	LS	$30,000.00	$30,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	$3,500.00	$3,500.00
110-1	Clearing and Grubbing	1	LS	$25,000.00	$25,000.00
160-4	Type B Stabilization	608	SY	$20.00	$12,160.00
0285-701	Optional Base, Base Group 01	608	SY	$35.00	$21,280.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	$5.00	$55,000.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	$200.00	$130,000.00
425-6	Manholes and Valves, Adjust	13	EA	$900.00	$11,700.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	$50.00	$55,300.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	$110.00	$58,300.00
570-1-2	Performance Turf (Sod)	1037	SY	$15.00	$15,555.00
0700	Signage and Pavement Markings	1	LS	9,000.00	$9,000.00
SR-1	Site Restoration	1	LS	$14,000.00	$14,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$8,111.93
			TOTAL		$549,156.93

Total Bid Amount..... $ $549,156.93

Total Bid Amount (in words)
Five Hundred Forty Nine Thousand One Hundred Fifty Six Dollars and Ninety three Cents

Signature of Official

Name (typed) Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

Section 5.0: Technical Specifications

FDOT Specifications FY 2024-2025 Unless Otherwise Noted

The following specifications and other referenced specifications are included as part of these Contract documents:

101	Mobilization
102	Maintenance of Traffic
104	Prevention, Control, and Abatement of Erosion and Water Pollution
110	Clearing and Grubbing
120	Excavation and Embankment
160	Stabilizing
162	Finish Soil Layer
200	Rock Base
204	Graded Aggregate Base
210	Reworking Limerock Base
230	Limerock Stabilized Base
234	Superpave Asphalt Base
300	Prime and Tack Coats
327	Milling of Existing Asphalt Pavement
330	Hot Mix Asphalt
334	Superpave Asphalt Concrete
347	Portland Cement Concrete – Class NS
425	Inlets, Manholes, and Junction Boxes
520	Concrete Gutter, Curb Elements and Traffic Separator
570	Performance Turf
700	Highway Signing
710	Painted Pavement Markings
711	Thermoplastic Pavement Markings
901	Coarse Aggregate
902	Fine Aggregate
911	Base and Stabilized Base Materials
970	Materials for raised Pavement Markers and Adhesive
971	Pavement Marking Materials
990	Temporary Traffic Control Devices Materials

Notes:

1. Related sections of the FDOT specifications are included by reference to these specification sections.
2. The Village is replaced as the Owner of the facility. References to inspections and approvals are the responsibility of the Village and their designated representatives.
3. The measure of payments for this project are included in the Bid Documents, therefore references to payments in the FDOT specifications are to be adjusted to match the advertised bid documents.

Section 6.0: 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 of the required information and documents, and a flash drive of your submittal no later than 11:00 a.m. EST December 9th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section* 9:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 9 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
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.

SECTION 7.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

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 experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

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	Thursday, November 21st, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, November 26th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, December 3rd, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, December 3rd, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, December 9th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

8.01 Contract Award

A. Competency and Responsibility of Proposer

The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement

The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements

The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made 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 bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Striping	MTX Highway		

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: _____

Would you enter into a contract with the Company in the future? ____ Yes ____No

Were the services provided acceptable and of quality standards: ____ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted 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,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Jonathan J. Pimentel being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Pimentel Construction Group, LLC 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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel 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
Veronica Segastume
My Commission HH 531046
Expires 6/7/2028

NOTARY PUBLIC, STATE OF FLORIDA

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 Jonathan J. Pimentel

For Pimentel Construction Group, LLC

Whose business address is: 4490 SW 154th Avenue, Miami, FL 33185

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan J. Pimentel 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 State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

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: Jonathan J. Pimentel / President

(print individual's name and title)

for: Pimentel Construction Group, LLC

(print name of entity submitting sworn statement)

whose business address is: 4490 SW 154th Avenue, Miami, FL 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan J. Pimentel 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 State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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, Jonathan J. Pimentel 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:

84-1924774

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

Pimentel Construction Group, LLC

Name of Entity, Individual, Partners or Corporation

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

4490 SW 154th Avenue, Miami, FL 33185

Street Address Suite Village State Zip Code

Continued Next Page

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
Jonathan J. Pimentel	4490 SW 154th Avenue, Miami, FL 33185	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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 12/09/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan J. Pimentel 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 State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Pimentel Construction Group, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Pimentel Construction Group, LLC 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
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

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): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 12/09/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 9th / December day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan J. Pimentel 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 State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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 _____ 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): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 12/09/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jonathan J. Pimentel (the individual attesting below), being duly authorized byand on behalf of Pimentel Construction Group, LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 09 day of December, 20 24.

Signature of Affiant

Print or Type Name: Jonathan J. Pimentel

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 9 day of December, 2024.

My Commission Expires: 6/7/28

Notary Public

Notary Public St
Veronica Se
My Commissio
Expires 6/7

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Jonathan J. Pimentel

Title: President

Signature: _____ Date: 12/09/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pimentel Construction Group, LLC ("**Company**")

Vendor FEIN: 84-1924774

Address: 4490 SW 154th Avenue, Miami, FL 33185

City: Miami State: Fl Zip: 33185

Phone number: 786-531-1565 Email Address: info@thepimentelgroup.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Jonathan J. Pimentel

Title: President

Signature:

Date: 12/09/2024

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:
☐ 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.)

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **SW 92nd Avenue Roadway Improvements**
ITB No. 2025-11-004 in accordance with Contract Documents as prepared by the Village
_____:

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. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder 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,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **SW 92nd Avenue Roadway Improvements**
ITB No. 2025-11-004 in accordance with Contract Documents as prepared by the Village

_____:

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. 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,

Alessia Bencomo
Procurement Specialist

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 _____ is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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: SW 92nd Avenue Roadway Improvements (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-004
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City 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 _____ (Company), dated the _____ day of _____, 20____, for the construction of the **SW 92nd Avenue Roadway Improvements** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

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

Witness:_____	Witness: _____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: SW 92nd Avenue Roadway Improvements
CONTRACTOR:
CONTRACT NO: 2025-11-004
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____ _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a Company, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **SW 92nd Avenue Roadway Improvements** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

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

Witness:_____	Witness: _____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Date:_____	Date:_____
Address:_____	Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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 Village of Palmetto Bay, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work

performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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 Village of Palmetto Bay, 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: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **SW 92nd Avenue Roadway Improvements**

Invitation to Bid#: 2025-11-004

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.

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

Draft Contract for: SW 92nd Avenue Roadway Improvements

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **November 21st, 2024** for the **SW 92nd Avenue Roadway Improvements**; and

WHEREAS, the Company submitted a bid dated **December 9th, 2024**, in response to **ITB# 2025-11-004**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to construct roadway improvement project on behalf of the Village and approved the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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Article I. Exhibits

The Exhibits below are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. ITB# _____ issued by the Village
C. Bid Sheet submitted by _____
D. Plans designed by _____
E. Resolution No. _____

Article 2. Scope of Work

1. The Work is generally described as follows: _____
2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall

be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work. The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that all expenses warranties and warranties of **MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE** to work and the materials supplied.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear 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 test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company. Failure to 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.

   The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of 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, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. 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 Project as applicable.

4. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing. Failure to do so will result in the Village looking to the Bond posted.

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Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants 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 required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The 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.

The Project Manager for the Company is _____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed" (NTP), shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

After issuance of the NTP from the Village, the Company shall perform their Work and be finished no later than six (6) months from the NTP date.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's bid the total amount is _____. The Company shall give a detailed description of any work that requires additional compensation if the Project exceeds the total price. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the GMP if the Company either failed to provide a detailed need for the additional amount or if the Village denies additional compensation.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, _____. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within

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five (5) working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of up to $_____. The Company hereby expresses its willingness to enter into this Contract with a up to $_____ limitation on recovery for any action for breach of contract. The Village shall not be liable to the Company for damages to the Company in an amount in excess of up to $_____, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

Article 8. Construction Supervision/Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to _____. The Villages' assigned Project Manager is _____.

B. The Project Manager shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 9. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Company:

Name
Company Name
Address

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Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. 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, including but not 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. Termination 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 with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village 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, including 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. Whether the Village terminates the Contract with or without cause, the Village shall not be liable for any damages for lost profits, special damages, consequential damages, punitive 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 compensatory damage, and in no event more than the amount in paragraph 7, above.

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C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the

Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, the Company shall pay the amount due within ten (I0) days of written demand by the Village.

Article 11. Indemnification

The Company shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

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Article 12. Insurance/Bonds

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured.**

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages

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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company 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 its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, 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 within five (5) 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.

A. If required, Performance and Payment Bonds must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.

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Article 13. Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 14. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 15. Waiver

The failure of either Party 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 Contract shall not constitute 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 Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the 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. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 17. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 18. Conflict of Interest

The 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 as if fully set forth.

Article 19. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend,

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or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 22. Counterparts

This Contract 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 Contract.

Article 23. 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 property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company'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, Village employees or Village property.

Article 25. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in 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. The Company must comply with the Immigration and Nationality Act.

Article 26. 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 subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

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Article 27. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. 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, Workers Compensation and Social Security benefits.

Article 28. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Chapter 119, Florida Statutes, can be found at https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 29. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 30. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, contractor, or subcontractor may not enter into a Contract unless the consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the consultant/contractor/company has registered and is using the E-Verify system. The consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

DRAFT

Article 31. Subcontractor

The use of a subcontractor is permissible under this Contract provided that the subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In the event of an unsatisfactory performance, the Company is responsible and shall complete the work if required by the Village at the Company's expense.

DRAFT

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

Attachments to this Solicitation

Exhibit "A": SW 92nd Avenue Roadway Improvements Plans **(.PDF FILE)**

(Total of 1 .pdf to download with solicitation)

ADDENDUM NO. 1

Date: December 3rd, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-004
SW 92nd Avenue Roadway Improvements

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 21st, 2024, and with a bid opening date of December 9th, 2024, with any amendments and/or additions noted below.

Please disregard the typo located on page 22 of the ITB regarding "Time (if applicable)" for the bid opening date. The Village will receive sealed bids no later than 11:00 a.m. on or before Monday, December 9th, 2024 (late submittals, email submittals, and facsimile submissions will not be accepted) by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

Question No. 1: What is the budget of the aforementioned project?

Response: *The Engineer's probable cost for this project is Seven Hundred Seventy-Five Thousand Nine Hundred Fifteen Dollars and Zero Cents ($775,915.00). The cost estimate does include contingency and testing and construction admin.*

Question No. 2: How many contract days will the Company have to complete the work?

Response: *The Company shall perform the Work and be finished no later than six (6) months from the NTP date.*

Question No. 3: Will the Company be able to temporarily close the road to complete the project? Can the Company create an alternate route for local traffic during construction?

Response: *The awarded Company can submit their proposed Temporary Traffic Control Plan (TTCP) during the permit process with the Village, for our review and consideration.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-004

Title: SW 92nd Avenue Roadway Improvements

Name of Contractor Pimentel Construction Group, LLC

Date Addendum Received December 03, 2024

Total Pages of Addendum including Acknowledgement 2

Print Name Jonathan J. Pimentel

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 rejection of your bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pimentel Construction Group, LLC (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 Pimentel Construction Group, LLC, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its attorney-in-fact, under its corporate seal, this 27th day of November, and attested by its power of attorney, A.D., 2024.

ATTEST:

_____

_____

_____(Title)

By: Pimentel Construction Group, LLC

(Principal)

ATTEST:

See Power of Attorney Attached

_____

Old Republic Surety Company

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).

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL BONET, ROY V. FABRY, STEFANY DELGADO of MIAMI, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2976

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 27th day of November, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pimentel Construction Group

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4490 SW 154th Avenue

6 City, state, and ZIP code
Miami, FL 33185

Requester's name and address (optional)

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	4	–	1	9	2	4	7	7	4

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 for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] | **Date ▶** March 01, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Curb and Gutter removal and Installation, Sidewalk, ADA Ramp removal and installation Type 3 Catch Basin installation, HDPE pipe installation, Full Road reconstruction, Milling and Resurfacing

Length of Contract: 65 Days

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

Were the services provided acceptable and of quality standards: ✓ Yes ___ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No

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

Comments:

We are pleased with Pimentel Construction work during our project. Their team expertise and attention to detail ensured quality work, and their commitment to staying on schedule and within budget is commendable.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Lidia Duardo

Signature: Duardo, Lidia Digitally signed by Duardo, Lidia Date: 2024.11.05 14:17:26 -05'00' Title: Construction Manager

Telephone: 305-416-1020 Email: lduardo@miamigov.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Drainage and earthwork construction, Sidewalks and curb and gutters, ADA Ramps, Milling and Resurfacing, Speed tables and Speed Humps installations.

Length of Contract: Various projects

Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

We are happy to recommend Pimentel Construction for any construction work, they are realible and always prompt and professional in their approach to handling any construction task. Their scope of work is always completed properly on time and on budget. Their staff is very detail oriented, organized and clean.

Name of Public Entity/Company:
H & J Asphalt, Inc

Name of Individual completing this form: Humberto Lorenzo

Signature: _____ Title: President / H & J Asphalt, Inc

Telephone: 305-634-3342 Email: hjasphalt@gmail.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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 of Curbs, Intallation of Curbs, Sidewalks replacements, Drainage improvements, HDPE Pipe Installation, Speed Humps and Speed Table installations, Road Resconstruction, Milling, Resurfacing and Striping

Length of Contract: 180 Days
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Pimentel Construction engaged their services on Project B30909 with the City of Miami, and we were satisfied with their professionalism, attention to detail and commitment to delivering results. Their team demonstrated understanding and knowledge of construction methodologies ensuring that our project was executed with precision and efficiency. I have no hesitation to recommend Pimentel Construction for any construction project, confident that their knowledge and dedication will contribute to the success of any endeavor they undertake.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Pedro Alvarado

Signature: Alvarado, Pedro Digitally signed by Alvarado, Pedro Date: 2023.11.15 08:31:10 -05'00' Title: Project Manager

Telephone: 305-416-1255 Email: Palvarado@miamigov.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154th Avenue
Miami, Fl 33185
Off: 786-531-1565
Mob: 786-727-9067
Email: info@thepimentelgroup.com

Village of Palmetto Bay
Attn: Alessia Bencomo
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Subject: Introduction to Pimentel Construction Company, LLC

Dear, Ms. Bencomo,

I trust this letter finds you in good health. I am writing to introduce Pimentel Construction group, a leading force in the construction industry known for its commitment to excellence and unwavering dedication to delivering high-quality construction projects.

About us:
Pimentel Construction has been a key player in the construction sector for the past 5 years and their personnel have over 15 years' experience in south Florida. We specialize in Residential, Commercial, Government projects and have completed a multitude of projects.

Our Services:
At Pimentel Construction, we offer comprehensive range of construction services, including but not limited to:

- General Contracting, Project Management
- Sidewalks, Curbs Constructions
- Milling and Resurfacing
- Earthworks and Drainage Constructions

Commitment to Quality:
Quality is at the forefront of everything we do. Our team of skilled professionals, including experienced Engineers, Project Managers and Construction Workers, ensure that each project meets or exceeds industry standards. We are proud of our reputation for delivering projects on time and within budget without compromising on quality.

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154th Avenue
Miami, Fl 33185
Off: 786-531-1565
Mob: 786-727-9067
Email: info@thepimentelgroup.com

Safety First:

The safety of our team members, clients, and the community is of paramount importance to us. We adhere to strict safety protocols and standards to create a secure working environment.

Recent projects:

Arco Murray – Coral Spring Storage – Mill and Resur, Sidewalks, Curbs, Comp 2021, Bud $135,000.
City of Miami – B173645 Drainage Installation, Milling and Resurfacing, Comp 2021, Bud $200,000.
Miami-Dade - 20210056 – ADA Ramps modifications, Curb and Gutter, Comp 2022, Bud $369,000.
City of Miami – B193615 – Speed tables x 5 Locations, Mill and Resurf, Comp 2022, Bud $195,000.
MG3 Developer – SW 120th St – Intersection improvements, Comp 2022, Bud $ 59,000.

Contact Us:

We would be honored to discuss how Pimentel Construction can contribute to the success of your upcoming projects. Please feel free to contact us at info@thepimentelgroup.com or 786-531-1565 to arrange a meeting or request additional information.

Thank you for considering Pimentel Construction for your construction needs. We look forward to the opportunity to collaborate with the Town of Palmetto Bay and contribute to the success of your future endeavors.

Sincerely,

Jonathan J. Pimentel
President
Pimentel Construction Group, LLC
786-531-1565

Jonathan J. Pimentel

4490 SW 154th Ave • Miami, FL. 33185 • jonathan.j.pimentel@gmail.com • 786-531-1565

Education

Florida International University 2007
Bachelor of Business Administration in Management Information Systems

Miami Dade College 2004
Associate in Arts in Business Administration

Certifications

General Contractor
(2019- Present)
Florida Department of Business and Professional Regulations
Credential ID: CGC1528272

Asphalt Plant/Roadway Level II (2005 – Present)
Florida Department of Transportation

Quality Control Manager (2005 – Present)
Florida Department of Transportation

OSHA 10 Certified

Experience

H & J Asphalt Miami, FL

Project Manager **2003-Present**

- Successfully established and implemented the management of the company's Quality Control Plan.
- Adhere to operation controls, including federal and state regulatory procedures to ensure the safety and security of employees and company assets.
- Oversee all product development procedures to identify deviations from quality standards.
- Collaborate and conduct quality control meetings with roadway technicians, plant technicians, paving crews, milling crews, concrete, excavation crews, and other target constituencies.
- Interpret and execute project plans and specifications
- Ensure that manufactured products meet set standards of quality, reliability, and performance.
- Assess cost control, quality reports, forecasts, production & safety protocols.
- Manage the planning and execution of projects and contracts by organizing work methods and developing schedules.
- Operate the financial components including identification of potential change orders and the cumulative impact to the schedule and project as it relates to safety, margin expectations, productivity, and equipment
- Negotiate contracts with external vendors/Subcontractors to reach profitable agreements.
- Assist ownership as a technical specialist, advisor, or expert.
- Supervise all necessary staff to ensure the completion of project assignments.

Jonathan J. Pimentel

Estimator

- Established and implemented H & J Asphalt, Inc's price value books.
- Managed and oversaw all bids.
- Facilitated and executed H & J Asphalt, Inc's to obtain its' largest project from the Florida Department of Transportation.
- Prepared estimates for projects by calculating complete scope of work.
- Reviewed and analyzed historical data from past proposals to determine future trends.
- Requested quotes and eligibility data from sub-contractors

Quality Control Manager

- Responsible for day-to-day quality control of company-performed work.
- Identifies and corrects non-conforming work in an efficient and competent manner.
- Participates in the preparation and communication of construction execution plan, progress schedules and projection of labor and equipment requirements.
- Responsible for the way in which a given job gets done.

Paving Supervisor / CTQP Paving Level II

- Read and interpret schematics and blueprints to ensure accurate execution of project plans
- Monitor and enforce quality control standards to ensure work meets specifications and regulations
- Prepare progress reports and maintain accurate documentation throughout the project
- Overseeing and supervising daily operations of the crew members including the safety, quality, and personal management.
- Perform asphalt paving and milling operations in accordance with FDOT, County, City and Commercial Specifications.

Skills

- Proficient in Microsoft Office programs, Bidx, Bluebeam, Revu & PlanSwift, Windows, and Mac OSX.
- English and Spanish (Written and Oral)

Ron DeSantis, Governor

Melanie S. Griffin, 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

PIMENTEL, JONATHAN JOSE

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154 AVE
MIAMI FL 33185

LICENSE NUMBER: CGC1528272

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/03/2024

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.

355

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2024

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

ROBAINA INSURANCE AGENCY
7001 Sw 97th Ave Suite 203A
Miami FL 33173

CONTACT NAME: ANAELY ROBAINA
PHONE (A/C, No, Ext): (305) 742-0345 **FAX (A/C, No):** (786) 622-1242
E-MAIL ADDRESS: RIA@ROBAINAINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Security National Insurance Company	19879
INSURER B : BERKSHIRE HATHAWAY ASSUR CORP	13070
INSURER C : Kemper Auto Commercial	39497
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pimentel Construction Group
4490 SW 154 AVE
Miami FL 33185

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		SES1817589 00	10/18/2023	10/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			50005349102	02/28/2024	02/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N9WC312794	03/17/2024	03/17/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured and are subject to policy terms and conditions. Project name: ITB # 2024-11-002; SW 148th St Complete Street.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

November 25, 2024

Village of Palmetto Bay – SW 92nd Avenue Roadway Improvements

ITB No.: 2025-11-004

Subject: Introduction Letter

To Whom it may concern,

V&G Construction Solutions, Corp. (V&G) was constituted on September 6th, 2020. Although the company has 4 years of experience, two of its partners (resume provided within bid package) combine over 25 years of experience working on heavy civil projects in the Miami Dade and Broward Counties working for Florida Department of Transportation, Miami Dade County, Broward County, and other local municipalities. The Lead team for this project is Guillermo Villanueva as a Project Manager and Marco Garcia as a Project Superintendent.

Respectfully,

Guillermo Villanueva
Vice President
786-492-9796
gv@vgconsolutions.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V&G Construction Solutions, Corp (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin is authorized to do business in the State of Florida, 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")
SW 92nd Avenue Roadway Improvements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 V&G Construction Solutions, Corp, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 6th day of December, and attested by its Power of Attorney, A.D., 20 24.

ATTEST:

Lissette C. Iglesias

Administrator
(Title)

V&G Construction Solutions, Corp

By: GUILLERMO VILLANUEVA
VICE PRESIDENT
(Principal)

ATTEST:

As per Attached Power of Attorney

Old Republic Surety Company

By: _____
(Surety) Attorney-in-Fact
Warren M. Alter

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

Signed and sealed at the City of Brookfield, WI this 6th day of December, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALTER SURETY GROUP INC

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	$60,000.00	$60,000.00
102-1	Maintenance of Traffic	1	LS	$10,000.00	$10,000.00
104-10	Stormwater Pollution Prevention Plan	1	LS	$5,000.00	$5,000.00
110-1	Clearing and Grubbing	1	LS	$40,000.00	$40,000.00
160-4	Type B Stabilization	608	SY	$44.00	$26,752.00
0285-701	Optional Base, Base Group 01	608	SY	$44.00	$26,752.00
327-70-1	Milling Existing Asphalt (1" Avg Depth)	11,000	SY	$4.51	$49,610.00
337-7-80	Asphaltic Concrete Surface Course, Traffic B, FDOT Type SP-9.5, PG 76-22	650	TN	$301.00	$195,650.00
425-6	Manholes and Valves, Adjust	13	EA	$750.00	$9,750.00
520-1-10	Concrete Curb and Gutter, Type F	1106	LF	$59.00	$65,254.00
520-5-11	Traffic Separator Concrete, Type I, 4' wide	530	LF	$65.00	$34,450.00
570-1-2	Performance Turf (Sod)	1037	SY	$14.00	$14,518.00
0700	Signage and Pavement Markings	1	LS	$32,843.00	$32,843.00
SR-1	Site Restoration	1	LS	$30,000.00	$30,000.00
A-1	Allowance	1	LS	$50,000	$50,000.00
			SUBTOTAL		$650,579.00
PF	Permit Fee				$250.00
AIPP	Art in Public Places (Subtotal x 1.5%)				$9,758.69
			TOTAL		$660,587.69

Total Bid Amount..... $660,587.69

Total Bid Amount (in words)
Six hundred and sixty thousand five hundred and eighty seven and sixty nine cents

Signature of Official

Name (typed) Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign to be provided by the Village.
2. Bid Item 102-1 is a lump sum pay item for Maintenance of Traffic and includes all vehicular and pedestrian access maintenance. All sidewalks shall remain open and free of obstructions. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots, root pruning, and other such objects, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 327-70-1 includes all costs associated with milling the project area as shown on the plans and details.
6. Bid Items 0285-701, 337-7-80, 520-1-10, and 520-5-11 includes all costs associated with construction of the roadway improvements for the entire project area as shown on the plans, upon completion. These bid items includes costs to provide a smooth and continuous grading throughout the entire asphalt process to avoid areas of standing water.
7. Bid Item 425-6 is a lump sum item that includes all costs associated with adjusting all existing manhole and utility covers prior to the milling and resurfacing process.
8. Bid Item 700 includes all costs associated with relocating existing signage, providing and installing new signage and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
9. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to the work. Any swale areas impacted by the contractor outside of the roadway work such as asphalt overlay,

pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

10. Bid Item A-1 is an allowance account for unforeseen conditions, for construction changes and for utility adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Pavement Markings	Y. Glez Striping, Inc.	19755 SW 208 St, Miami, Fl 33187	(561) 758-6474
Milling and Paving	W & W.T. Elite Construction, LLC	20001 NW 35th Ave, Miami Gardens, Fl 33056	(786) 537-4612

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: install 25 speed tables

Length of Contract: 1 month
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Worked great with them & hopefully will continue working with them in the near future.

Name of Public Entity/Company: City of West Miami

Name of Individual completing this form: Litsey C. Pittser

Signature: [signature] Title: Director of Public Service

Telephone: 786-207-3941 Email: LPittser@cityofwestmiami.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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 FOUR SPEED TABLES AS PER PALMETTO BAY PIGGYBACK CONTRACT ITB Nº 2023-11-002

Length of Contract: 1 MONTH

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

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

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

Comments:

VERY RESPONSIVE 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,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: SW 92nd Avenue Roadway Improvements
Invitation to Bid No. 2025-11-004

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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: Upgrade Existing Sidewalks to meet ADA Standards

Length of Contract: 90 Days
Would you enter into a contract with the Company in the future? ✓ Yes ___No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

V&G Construction has Completed all Projects on time & Within Budget

Name of Public Entity/Company:
City of Coral Springs

Name of Individual completing this form: GLEN GORDON
Signature: [signature] Title: STREETS MANAGER
Telephone: 954 345 2210 Email: GGORDON@CORALSPRINGS.GOV

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 Village 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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Guillermo Villanueva being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
V&G Construction Solutions, Corp. 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): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

Continued Next Page

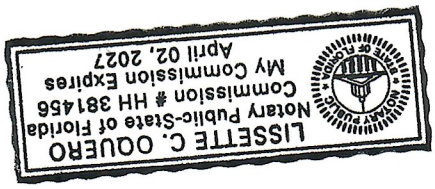
ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 6th Dec. day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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



Lissette C. Oquero A.
NOTARY PUBLIC, STATE OF FLORIDA

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 Guillermo Villanueva

For V&G Construction Solutions, Corp.

Whose business address is: 9183 SW 152 Path, Miami, Fl 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp.

Date: 11/25/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this Dec. 6th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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

Lissette C. Oquero A

NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

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: Guillermo Villanueva Vice President

(print individual's name and title)

for: V&G Construction Solutions, Corp.

(print name of entity submitting sworn statement)

whose business address is: 9183 SW 152 Path, Miami, Fl 33196

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this Dec, 6th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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

Lissette C. Oquero A.
NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

BUSINESS ENTITY AFFIDAVIT

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 five percent (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 and as may be amended, 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, Guillermo Villanueva being first duly sworn

state: Vice President

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:

85-2898216

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

V&G Construction Solutions, Corp.

Name of Entity, Individual, Partners or Corporation

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

9183 SW 152 Path, Miami, Fl 33196

Street Address Suite Village State Zip Code

Continued Next Page

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
Marco Garcia	9183 SW 152 Path, Miami, Fl 33196	45 %
Guillermo Villanueva	12845 SW 82 Pl, Pinecrest, Fl 33156	50 %
Maria Garcia	9183 SW 152 Path, Miami, Fl 33196	5 %

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:

None

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 11/25/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this Dec 6th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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

Lissette C. Oquero A.
NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We V&G Construction Solutions, Corp. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-004, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : Y. Glez Striping, Inc and W & W T. Elite Construction, Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp.

Date: 11/25/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this Dec. 6th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Lissette C. Oquero
NOTARY PUBLIC, STATE OF FLORIDA

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 V&G Construction Solutions, Corp. 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): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp.

Date: 11/25/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this Dec 6th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva 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

Lissette C. Oquero

NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or 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 NOVEMBER 25th, 2024 at 4:00 P.M.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp.

Date: 11/25/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Guillermo Villanueva (the individual attesting below), being duly authorized byand on behalf of V & G Construction Solutions Corp. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 6th day of December, 2024.

Signature of Affiant

Print or Type Name: Guillermo Villanueva

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 6th day of December, 2024.

My Commission Expires: 4/2/2027

Lissette C. Oquero A.
Notary Public

NHCS – E-Verify 081815

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Guillermo Villanueva

Title: Vice President

Signature: _____ Date: 11/25/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: V&G Construction Solutions, Inc. ("**Company**")

Vendor FEIN: 85-2898216

Address: 9183 SW 152 Path

City: Miami State: Fl Zip: 33196

Phone number: 786-492-9796 Email Address: gv@vgconsolutions.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

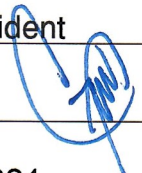
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Guillermo Villanueva

Title: Vice President

Signature: 

Date: 11/25/2024

ADDENDUM NO. 1

Date: December 3rd, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-004
SW 92nd Avenue Roadway Improvements

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 21st, 2024, and with a bid opening date of December 9th, 2024, with any amendments and/or additions noted below.

Please disregard the typo located on page 22 of the ITB regarding "Time (if applicable)" for the bid opening date. The Village will receive sealed bids no later than 11:00 a.m. on or before Monday, December 9th, 2024 (late submittals, email submittals, and facsimile submissions will not be accepted) by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.

Question No. 1: What is the budget of the aforementioned project?

Response: *The Engineer's probable cost for this project is Seven Hundred Seventy-Five Thousand Nine Hundred Fifteen Dollars and Zero Cents ($775,915.00). The cost estimate does include contingency and testing and construction admin.*

Question No. 2: How many contract days will the Company have to complete the work?

Response: *The Company shall perform the Work and be finished no later than six (6) months from the NTP date.*

Question No. 3: Will the Company be able to temporarily close the road to complete the project? Can the Company create an alternate route for local traffic during construction?

Response: *The awarded Company can submit their proposed Temporary Traffic Control Plan (TTCP) during the permit process with the Village, for our review and consideration.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-004

Title: SW 92nd Avenue Roadway Improvements

Name of Contractor V&G Construction Solutions, Corp.

Date Addendum Received 12/03/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Guillermo Villanueva

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 rejection of your bid.

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)
V&G Construction Solutions, Corp.

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.)
9183 SW 152 Path

Requester's name and address (optional)

City, state, and ZIP code
Miami, Fl 33196

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–		–				

Employer identification number
8	5	–	2	8	9	8	2	1	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.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/25/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
9183 SW 152ND PATH
MIAMI FL 33196

LICENSE NUMBER: CGC1532398

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.

Education:	Master of Engineering – Construction Engineering and Management Texas A&M University, 2005 Bachelor of Science in Civil Engineer - Florida International University, 2002
Professional Registrations:	Professional Engineer, State of Florida No. 86703, General Engineering Contractor Miami-Dade County No. E2000451 and Registered Building Contractor State of Florida No. RB29003853
Professional Qualifications/ Certifications:	Advanced Work Zone Traffic Safety, Quality Control Manager, Storm Water Inspector

Relevant Experience:
Mr. Villanueva has specialized in Construction, Engineering, Inspection, and Project Management of transportation projects, residential projects, and entrepreneurial projects for 17 years. He has worked on a variety of roadway, bridge and heavy civil construction projects in various states. He has successfully worked as an estimator for a heavy civil company in the State of Indiana. His unique attention to detail and professionalism showed comprehensively when he worked as Project Engineer for a full-service construction firm in Tampa, Florida and as a Project Manager & VP of Operations for a local Miami Dade County Engineering contractor. Due to the aforementioned experiences, Mr. Villanueva has embarked in the entrepreneurial journey of starting his own business in the Heavy Civil Construction Industry. And Engineering Design Industry. Mr. Villanueva is experienced with Project Primavera P6, Microsoft Project, SureTrak, Viewpoint, AutoCAD, BlueBeam Revu, and HCSS. He is fluent in English and Spanish. This wide range of experience has taught Mr. Villanueva to work in a team environment or individually and has given him unique insights and knowledge that enable him to be a quick thinker/learner when challenges arise on a project.

05/2018 – Present: Edge Engineering, LLC Vice President. Overseeing company operations.

01/2022 – Present: V&G Construction Solutions, Corp. Vice President. Overseeing preconstruction and project management aspects of the company.

10//2019 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to SW 137th Avenue from SW 200th Street to US1, Miami Dade County Department of Transportation and Public Works – Vice President of Operations and Project Manager. This $13.88 MM project constructs a new roadway along SW 137th Avenue from SW 200th Street to US1. This project consists of construction of new roadway (3.5 miles), milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements, 96" CMP Culvert, bridge across C102 Canal, installation of sheet piles and tie back system, and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

02/2020 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to North Cruise Blvd Phase 2B, Port of Miami, Miami Dade County – Project Manager. This $6 MM project reconstructs North Cruise Blvd from Terminal C to Terminal A. This project consists of reconstructing and widening, milling & resurfacing, curb and gutter, drainage improvements, overhead sign structures and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2019 – 05/2020: JVA Engineering Contractor, Inc. Roadway Improvements to NW 82nd Avenue from NW 27th Street to NW 33rd Street, City of Doral Department of Public Works – Project Manager. This $1.99 MM project reconstructs NW 82nd Avenue from NW 27th Street to NW 33rd Street. This project consists of reconstructing and widening, milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2018 – 03/2019: Eisman and Russo Consulting Engineers Wiles Road from East of Rock Island to West of Riverside Drive, Broward County, Florida for Broward County Public Works and Engineering Division– Project Administrator. This $7.6 MM project widens Wiles Rd from West of Riverside Drive to East of Rock Island Road. This project consists of widening, milling & resurfacing, sidewalks, L walls, gravity walls, drainage improvements and mast arms. As a project administrator, Mr. Villanueva performed contract administration management,

supervised support staff including Office Manager, Compliance Officer, and Secretary, directed and assigned tasks to inspectors, made technical decisions, reviewed monthly project schedules, monitored construction progress to ensure compliance with contract documents, generated DRB hearing position papers, rebuttals and presentation for multiple issues, reviewed change orders and performed Utility/Contractor coordination.

03/2016 – 07/2018: Eisman and Russo Consulting Engineers SR 93 (I-75 Express Segment D) From South of Sheridan Street to North of Griffin Road, Broward County, Florida for FDOT District 4 - Project Administrator. This $85MM project consist of the construction of express lanes (2 northbound and 2 southbound) in the median area of I-75 including demucking all areas to cap rock, 8,700 LF of sound walls, major drainage, pond excavation for new retention basins, new ITS and two (1) Tolling Equipment Site and utilizing the excavated material for embankment on the project. Mr. Villanueva was the Project Administrator and as such he ensured and properly performed contract administration management. He supervised support staff including Office Manager, Compliance Officer and Professional Assistant. He also supervised field inspectors and provided technical assistance. He analyzed and administered the Schedule of Values monthly to assure detailed breakdown and payment of specialty items such as the new Toll facilities, ITS, and HUB building. Mr. Villanueva prepared/processed Supplemental Agreements, Change Orders, Submittals, RFI's, RFC's and DCE Memo implementation. Furthermore, he reviewed Daily Work Reports and managed the complete material acceptance process in FDOT's Material Acceptance and Certification System (MAC).

02/2015 – 03/2016: SEMA Construction, Inc. Veterans Expressway Widening, Hillsborough County, Florida for FDOT District 7 – Project Engineer. Mr. Villanueva was the Project Engineer for this $47 million design-build project He was responsible for managing and preparing Change Orders. He was in charge of reviewing and processing permanent material orders, monthly invoices, and tracked daily production, labor, and equipment. He prepared and submitted monthly pay applications, attended progress meetings owner agencies. Mr. Villanueva worked closely with Superintendents to manage changes in project scope while mitigating challenging issues and attended budget review meetings with company management. He performed project site visits consistently to monitor construction progress. He coordinated and held weekly meetings with subcontractors.

05/2014 – 02/2015: White Construction, Vermillion County, Indiana - Project Estimator. Mr. Villanueva was lead estimator and worked on bid packages for projects in the states of Indiana, Wisconsin, and Illinois. He was responsible for quantity take-offs, reviewing bids submitted by subcontractors and suppliers. Mr. Villanueva worked on a variety of bid packages that included Design-Build & Design-Bid-Build contracts.

07/2012 – 05/2014: EPECO, S.A.S., Santo Domingo, Dominican Republic – General Manager. As the general manger, Mr. Villanueva was responsible for setting and staying within the budget, inventory management, planned and delegated day to day operations, coordinated and monitored sales staff, responsible to encourage and maintain a positive work environment, and performed project site visits to ensure customers were satisfied with equipment and employee performance.

07/2009 – 07/2012: ATTECO, S.A., Santo Domingo, Dominican Republic – Procurement Manager. As the procurement manger, Mr. Villanueva was responsible for researching technical data of equipment before purchasing, creating a database of purchases and suppliers, creating a database of specialty equipment, performed inventory management, and responsible for establishing commercial relationships with local and international suppliers.

11/2007 – 04/2008: SEMA Construction, Orlando, FL – Structures Field Engineer – Widening of I-4. $55MM. This $55 MM project widened the I4 corridor from 2 lanes to 3 lanes, 3 bridges (1 concrete I beams, 1 structural steel I beams, 1 post tensioned I beams), MSE walls, and drainage improvements. As a structures field engineer, Mr. Villanueva performed the following tasks; implemented and maintained all document control, maintained drawings and revisions, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, and tracked daily production (quantity tracking, labor, & equipment).

02/2007 – 11/2007: Superior Construction, Jacksonville, FL – Project Coordinator – Beach Blvd and Kernan Blvd Overpass. $33MM. Project consisted of a new bridge 550 LF long with structural steel girders and post tensioned concrete caps, square concrete piles, MSE walls, box culverts and drainage improvements. As a project coordinator, Mr. Villanueva was responsible for the following duties; implemented and maintained all document control, maintained drawings and revisions; created and maintained all project logs, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, issued contracts/purchase orders for subcontractors and suppliers, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, tracked daily production (quantity tracking, labor, & equipment), and monitored maintenance of traffic (MOT) requirements daily.

06/2005 – 02/2007: APAC Southeast Inc., Miami, FL – Field Engineer – SR 826 Palmetto Expressway. $86MM – This $86 MM project widened the Palmetto Expressway from South of SW 24 St to North of SW 8 ST. The project consisted of soundwalls, MSE walls, bridge widenings with square concrete piles and drill shafts, flat slab bridges, pedestrian bridge, drainage improvements, box culverts, and bulkheads with sheets piles. As a field engineer, Mr. Villanueva conducted daily safety and quality inspections, tracked daily production (quantity tracking, labor, & equipment), scheduled and procured materials, scheduled and coordinated subcontractors, prepared structures related RFI´s for submittal, prepared 3 week look ahead schedule,

received and reviewed all structures submittals and shop drawings, maintained drawings and revisions and ensured field staff was in compliance with the most current set.

MARCO GARCIA

(786) 482-0866

marcogarcia4@hotmail.com

Talented professional with over 14 years of successful experience within the construction area as Civil Engineer, backed by a productive internship and knowledge of engineering theories, principles, specifications and standards in Project management.

KEY SKILLS

· Demonstrated skills with the ability to oversee all aspects of construction projects from planning to implementation. ·
. Broad experience in allocation of resources for assigned projects.
· Proven ability on supervising onsite personnel and subcontractors.
· Assists in coordinating the performance of work among various trades and professionals involved.
· Knowledge on Interfacing project inspectors, contractors, architects, engineers, and clients.
· Very good understanding of earth movement operations.
· Vigilant in maintaining high standards of workmanship that adhere to original plans and specifications.
· Experience in estimating.

PROFESSIONAL EXPERIENCE

August 2021 to Present.

V&G Construction Solutions Corp. Miami Florida. General Superintendent.
Oversee the day-to-day operations of assigned jobs. Purchase of materials, authorize the payment of subcontractors.

August 2017 to Jul 2021.

Community Asphalt Corp. Miami, Florida. Field Superintendent.
Oversee the day-to-day operations of assigned jobs (Drains, concrete, asphalt, electricity, widening, milling & resurfacing, sidewalks, drainage improvements, mast arms and signalization), from commencement to completion, to ensure that all phases of work are completed in a timely manner and performed with a high standard of quality in the following Projects:

• State Road No 858/ Hallandale Beach Boulevard (from East of SR-7 to West of Lakeshore Drive) (2017-2018) Miami, Florida. $ 8.5 MM.
• State Road No 5 from SR 816 (Oakland Park Blvd) to South of SR 870 (Commercial Blvd) (2018 – 2019) Fort Lauderdale, Florida. $ 3.8 MM.
• State Road No A1A/S Ocean DR from Monroe Street to South of Sheridan Street (Broward County) (2019 – 2020) Miami, Florida. $ 10.1 MM.

• Prospect Road from Commercial Blvd to SR 811 Dixie Hwy (Broward County) (2019 – 2021) Miami, Florida. $ 4.6 MM. Including bike lanes and shoulders.

January 2006 to Feb 2017

Constructora Gadu C.A. ~ Barquisimeto, Venezuela. **Director** Family-owned Construction Engineering firm serving government and commercial clients since 1995. **Field Engineer** Oversee all aspects of construction projects. Develop preliminary project schedules and manage preconstruction activities. Purchase materials in accordance with budgets. Track all Production inclusive of quantities, manpower, equipment, materials, etc. Calculation of earth movement operations. Authorize the payment of subcontractors.

PROYECTS
• Building of 3 Shed (2008). Caracas, Estado Miranda, Venezuela.
• Building of a Sewage Disposal Lagoon (2008). Cabruta, Estado Guárico, Venezuela.
• Building of 5 townhouses (2009). Maracay, Estado Aragua, Venezuela.
• Building of an Elementary School (2013). Guanare, Estado Portuguesa, Venezuela,
• Building of 4 residential buildings with a total of 80 apartments (2013-2015). La Victoria, Estado Aragua,Venezuela.

Inspector Engineer
· Inspection of 18 irrigation lagoons constructions (2010) Barquisimeto, Edo Lara, Venezuela.
· Inspection of 3 hospitals remodeling (2015-2017) Barquisimeto, Edo Lara.

July 1986 to Dec 2006

Non-Commission Officer Venezuelan Air Force

EDUCATION

• 1999-2000 Superior technician in facility maintenance. Technical School of the Venezuelan Air Force
. • 2000-2007 bachelor's degree in civil engineering. "Santiago Mariño" University. Maracay, Venezuela
• 2007 Basic AutoCAD 2D. Maracay Venezuela.
• 2008 Project Managing Software (Lulo). Valencia. Venezuela.
• 2018 Fall Protection in Construction. Florida International University.
• 2019 OSHA 10. Miami Airport & Convention Center.
• 2019 Temporary Traffic Control (TTC) Advanced Course

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE COMMUNITY RATING SYSTEM (CRS) FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR ON AN ANNUAL BASIS AT THE SOLE DISCRETION OF THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-00-001; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - CRS.doc
Reso - CRS.docx
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Score Sheets.pdf
Exhibit C - RFQ# 2025-00-001.pdf

Exhibit D - Proposal - Keith.pdf
Exhibit E - Proposal - WSP.pdf

To: Honorable Mayor and Village Council

Date: January 13, 2025

From: Nick Marano, Village Manager

Re: Community Rating System (CRS) Contractual Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE COMMUNITY RATING SYSTEM (CRS) FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR ON AN ANNUAL BASIS AT THE SOLE DISCRETION OF THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-00-001; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Community Rating System (CRS) is a program that helps to reduce damage to insurable structures, saves lives and reduces the cost of flood insurance for the policy holder. The Village recognizes the importance of this program to ensure residents are better protected and the cost of flood insurance is reduced even further than the current rate. In order to achieve these goals, it is necessary to hire a professional consultant with the knowledge and the credentials needed in order to fulfill this task. The Village is currently rated in the CRS program as a Classification five (5) which provides for a twenty-five percent (25%) reduction in insurance premiums annually for all flood insurance policies. By pursuing contractual services, the Village attempts to achieve further results in the CRS, potentially a Class four (4) or further.

The Village published an RFQ# 2025-00-001 “Community Rating System (CRS)” on October 15th, 2024, and received a total of two (2) proposals and it was determined that the most advantageous pick and the highest scored Proposer was WSP USA Environment and Infrastructure, Inc.

FISCAL IMPACT:

The 2024-2025 fiscal budget for CRS professional services $50,000.00.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFQ# 2025-00-001
D. Proposal – Keith and Associates, Inc., d/b/a KEITH
E. Proposal – WSP USA Environment and Infrastructure, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF WSP USA ENVIRONMENT AND INFRASTRUCTURE, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE COMMUNITY RATING SYSTEM (CRS) FOR ONE (1) YEAR WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR ON AN ANNUAL BASIS AT THE SOLE DISCRETION OF THE VILLAGE, PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-00-001; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Community Rating System (CRS) is a program helping to reduce damage to insurable structures, saves lives and reduces flood insurance for policy holders; and

WHEREAS, the Village is currently rated in the CRS program as a Classification five (5) which provides for a twenty-five percent (25%) reduction in insurance premiums annually for all flood insurance policies; and

WHEREAS, it is the intention of the Village to help lower its residents' flood insurance by lowering the rate from five (5) to four (4) or better; and

WHEREAS, the Village published an RFQ# 2025-00-001 "Community Rating System (CRS)" on October 15th, 2024; and

WHEREAS, the Village received a total of two (2) proposals on November 15th, 2024; and

WHEREAS, WSP USA Environment and Infrastructure, Inc., was the most responsible and highest scored Proposer.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. WSP USA Environment and Infrastructure, Inc. pursuant to RFQ# 2025-00-001, entitled "Community Rating System (CRS)" is hereby approved.

Section 3. The Village Manager is authorized to negotiate enter into a contract with WSP USA Environment and Infrastructure, Inc. for one (1) year with an option to renew for an additional year thereafter on an annual basis at the sole discretion of the Village.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 13th day of January 2025.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 12/3/2024

RFQ#: 2025-00-001 **Item/Service:** Community Rating System (CRS)

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of two (2) proposals received; Keith and Associates, Inc., d/b/a KEITH and WSP USA Environment & Infrastructure, Inc.

II. Recommendation:

a. Which proposal is being recommended? WSP USA Environment & Infrastructure, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ 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 January 13, 2025.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 12/05/24

Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

RFQ# 2025-00-001 - Community Rating System (CRS)					
		Keith and Associates, Inc. d/b/a KEITH			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1	50	A. Candelaria	F. Carmona	D. Torres	
		45	40	47	
Evaluation Criteria No. 2	30	A. Candelaria	F. Carmona	D. Torres	
		28	27	28	
Evaluation Criteria No. 3	20	A. Candelaria	F. Carmona	D. Torres	
		19	18	18	
TOTAL	**100**	**92**	**85**	**93**	**90**

RFQ# 2025-00-001 - Community Rating System (CRS)					
		WSP USA Environment & Infrastructure, Inc.			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1	50	A. Candelaria	F. Carmona	D. Torres	
		49	45	48	
Evaluation Criteria No. 2	30	A. Candelaria	F. Carmona	D. Torres	
		27	25	27	
Evaluation Criteria No. 3	20	A. Candelaria	F. Carmona	D. Torres	
		20	20	19	
TOTAL	**100**	**96**	**90**	**94**	**93.33333333**

RFQ# 2025-00-001 - Community Rating System (CRS)				
		Keith and Associates, Inc. d/b/a KEITH	WSP USA Environment & Infrastructure, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Project Team Qualifications and Experience This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.	50	45	49	Although both consultants are highly qualified, KEITH seems to have less experience than WSP. Although KEITH will be subcontracting 2 companies to CRS consultants, based on the proposal, WSP's expertise seems to outweigh KEITH's.
Evaluation Criteria No. 2: Project Team Technical Approach This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.	30	28	27	KEITH's analysis of a Watershed Management Plan provided insight on an objective the Village can pursue; while WSP provide an indepth analysis of the current point system the Village has.
Evaluation Criteria No. 3: Qualifications of Key Personnel	20	19	20	Although both consultants are highly qualified, based off of the proposals, KEITH as the main company has less experience with the CRS than WSP. Moreover, while KEITH will be subcontracting to 2 separate companies to execute the project for the Village, KEITH as a company does not have the experience with CRS that WSP has. WSP has ongoing projects that have dated back since 2013, whereas KEITH's CRS projects seem to be outsourced in the past.
	100	**92**	**96**	
Reviewer Name: ***Andrea Candelaria***				
Reviewer Signature: AC				
Date: 12/3/2024				

RFQ# 2025-00-001 - Community Rating System (CRS)				
		Keith and Associates, Inc. d/b/a KEITH	WSP USA Environment & Infrastructure, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Project Team Qualifications and Experience This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.	50	40	45	WSP - no outsourcing, more specialized KEITH - multiverse, more designated staff, outsourced for CRS
Evaluation Criteria No. 2: Project Team Technical Approach This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.	30	27	25	
Evaluation Criteria No. 3: Qualifications of Key Personnel	20	18	20	WSP - more specialized on CRS
	100	**85**	**90**	
Reviewer Name:	FANNY CARMONA			
Reviewer Signature:				
Date:	12-3-24			

RFQ# 2025-00-001 - Community Rating System (CRS)				
		Keith and Associates, Inc. d/b/a KEITH	WSP USA Environment & Infrastructure, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Project Team Qualifications and Experience This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.	50	47	48	
Evaluation Criteria No. 2: Project Team Technical Approach This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.	30	28	27	
Evaluation Criteria No. 3: Qualifications of Key Personnel	20	18	19	
	100	93 DFT	94 DFT	
Reviewer Name: Dionisio F. Torres				
Reviewer Signature: Dionisio Torres				
Date: 12-03-2024				

REQUEST FOR QUALIFICATIONS

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

TITLE:

Community Rating System (CRS)

RFQ NO.:

2025-00-001

DUE DATE:

Friday, November 15th, 2024 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Tuesday, October 15th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

REQUEST FOR QUALIFICATIONS (RFQ)

Community Rating System (CRS)

No. 2025-00-001

The Village of Palmetto Bay is currently soliciting proposals from a qualified firm to review the Village's current Community Rating System (CRS) Program and prepare the Village to improve its CRS classification from 5 to 4 or better, which services are to be provided with certain specific performance measures defined by this RFQ. The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Friday, November 15th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Community Rating System (CRS) RFQ# 2025-00-001"**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A pre-submission meeting is scheduled for **Tuesday, October 29th, 2024, at 3:00 p.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Tuesday, October 15th, 2024**. All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents, please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Community Rating System (CRS) (the "Project")

GENERAL

The Community Rating System (CRS) is a program that helps to reduce damage to insurable structures, saves lives and reduces the cost of flood insurance for policy holders. The Village recognizes the resilient and economic importance of this program to ensure residents are better protected and the cost of flood insurance is reduced even further. As a participant in the CRS program since 2017, the Village has been able to make significant progress within the program through public outreach programs, floodplain management planning and administration, higher regulatory standards and more. As of August 2024, the Village has been able to reduce its standing within the program to a Rank 5, providing residents a twenty-five percent (25%) discount on their flood insurance premiums. The Village is currently conducting a Request for Qualifications (RFQ) for a Consultant for a complete review, analysis and submittal to further improve its reduction within the CRS program. Additionally, the Village will also be requesting assistance in its execution of the Program for Public Information (PPI) Committee and Floodplain Management Plan Committee (FMPC) meetings as well as support in its annual recertification and/or annual construction certificate review.

The term of this Contract shall commence upon the date of execution for one (1) year with an option to renew for an additional year thereafter on an annual basis at the sole discretion of the Village

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFQ specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFQ specifications.

3.02 Errors and Omissions in RFQ

Proposer is responsible for reviewing all portions of this RFQ, including all terms of the RFQ and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFQ or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFQ

Inquiries regarding the RFQ, including requests for clarification of the RFQ, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Tuesday, November 5th, 2024, no later than 3:00 p.m. The Addendum will be posted by Wednesday November 6th, 2024, no later than 5:00 p.m. on Vendor Registry.

3.04 Addenda to RFQ

The Village may modify or clarify the RFQ, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the RFQ for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFQ. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer 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 unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred 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. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFQ 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 an RFQ;
- 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 RFQ, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFQ shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFQ.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal 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 Proposer and the Procurement Specialist regarding this proposal 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.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFQ.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 7.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. References
4. Acknowledgment, Warranty, 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. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

Upon Village's notification of award, the Proposer 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 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, and its equivalent,

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a 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 subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Proposer 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 Proposer 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 Proposer 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. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFQ package.

3.17 Submittal of One Proposal Only

No individual or business entity shall be allowed to make more than one proposal, or to be interested in more than one proposal.

3.18 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village 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.

3.21 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.22 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.23 Liquidated Damages
The Proposer and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation
Proposers 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 in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors
If the Proposer intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting 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.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Proposer 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. The Proposer 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 a determination 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 Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent successful Proposer declines to make any such substitution, the Contract shall not be awarded to such Proposer. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the proposal being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful Proposer, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such Proposer proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.26 Indemnification

The Proposer shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Proposer's negligence, at both trial and appellate levels. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its

officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village by the Section 768.28, Florida Statutes.

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFQ shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.28 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: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.29 Force Majeure

The performance of any act by the Parties 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 for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.31 Work Delays

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion

may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. 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.

3.32 Consultants' Competitive Negotiations Act

The Village's selection process for Consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The professional services selection Committee will review the qualifications of all proposals. Services under this Contract will comply with Section 287.055 of the Florida Statutes referred to as the CCNA. The Village's Procurement Code acknowledges compliance with CCNA. It is the intent of the Village to select and negotiate a Contract with one (1) Proposer. The Village will negotiate a fee schedule and not to exceed amount or guaranteed maximum price as part of Contract.

SECTION 4.0: Scope of Services

4.01 Scope of Work

Scope of Services

Pursuant to Florida Statute Section 287.055, "Consultants Competitive Negotiations Act," the Village is seeking to retain a qualified firm to review the Village's current Community Rating System (CRS) Program and prepare the Village to improve its CRS classification from 5 to 4 or better. The Village, with the completion of a successful CRS program by the Consultant, is expecting implementation strategies from the Consultant to help lower the cost of flood insurance to the best savings possible.

Project Goals

1. Provide an assessment of the Village's current CRS program and assist the Village in looking for ways to improve the current CRS rating (Improve from a CRS Classification 5 to a CRS Classification 4 or better).
2. Provide assistance in annual recertification process and annual construction certificate review including but not limited to the following:
    a. Provide annual assistance in the Program for Public Information (PPI) Committee meetings.
    b. Provide quarterly assistance in the Floodplain Management Plan Committee (FMPC) meetings.
3. Prepare for the modification visit in preparation of documentation to support credit for each CRS activity and develop a verification manual. The preparation for a modification visit will include the following:
    a. Review and examine Elevation Certificates to identify any deficiencies (even those already reviewed by ISO).
    b. Review all current CRS documentation submitted under the Verification Visit.
    c. Work with the Village CRS Coordinator to select appropriate CRS Activities for implementation.
    d. Assist the Village CRS Coordinator to organize visit files on each activity.
    e. Assist departmental personnel to prepare key documents and to prepare visit briefing points as necessary.
    f. Assist Village CRS Coordinator on special map requirements, including the impact adjustment.
    g. All documentation should be in electronic format.
    h. Attend the Village's Modification visit to provide guidance on how to respond to questions from ISO and to bring up scoring and documentation issues which may arise during that visit.
    i. Assist the Village in follow-up documentation required to satisfy the ISO thirty (30) day letter.
    j. Prepare a plan with actions items in order to lower the existing CRS rating to a class 4 if it meets the Pre-Requisite criteria.

Section 5.0: Evaluation and Content of Proposals

Required RFQ Submittal Format

Title Page: Title page shall show the request for qualifications subject, title and proposal number; the Consultant's name; the name and address of a contact person; and the date of the proposal.

Tab 1 – Letter of Intent: Cover letter indicating the Consultants' interest in providing the services to the Village and a statement on why the Consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the sub-Consultant, explanation of the type of contractual agreement between them, if different from the Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign the letter.

Tab 2 – Table of Contents: Identify the sections and page numbers

Tab 3 – A **one (1) page** proposed organizational chart identifying key professionals, their area(s) of responsibility and extent of their availability.

Tab 4 – Up to ten (10) pages in total for all resumes to include qualifications, competency and technical expertise of the Consultant and personnel to perform services according to Section 4.0

Tab 5 – Up to four (4) pages, qualifications for the Project Manager and Project Team

Tab 6 – Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to projects in Florida and the tasks performed by the persons identified in the Response.

Tab 7 – Village Required Submittal Forms from Section 7

Tab 8 – Addenda: Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

Proposal Submittal Checklist

To be responsive, the Proposer must submit the following items:

One (1) sealed envelope which includes: One (1) original and a flash drive of your submittal no later than 3:00 p.m. EST November 15th, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Proposer			
Criteria	*Points Allowed*	*Points Allotted*	*Notes*
Evaluation Criteria No 1: Project Team Qualifications and Experience This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.	50		
Evaluation Criteria No 2: Project Team Technical Approach This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.	30		
Evaluation Criteria No. 3: Qualifications of Key Personnel	20		
Total Points	**100**		

SECTION 6.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFQ is advertised and issued by Village	Tuesday, October 15th, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Tuesday, October 29th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	3:00 p.m.
Last day to Submit Questions	Tuesday, November 5th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, November 6th, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Friday, November 15th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

A. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement

The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made 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 Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 7.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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 Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Company warrants that it will not delegate or subcontract 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 proposal 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 Village 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: _____

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 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 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 Company 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: _____

Company: _____

Date:_____

Continued 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

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: _____

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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:_____

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

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: _____

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 subcontractor, 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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

BUSINESS ENTITY AFFIDAVIT

Proposer 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 Proposer 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a 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)

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

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 subcontractors, 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: _____

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFQ# 2025-00-001, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : _____
(Subcontractor's Names) to comply with such act or regulation.

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

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 proposal 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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer 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:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5) and in Chapter 448.095 F.S., and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a) and on section 448.095 F.S., and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____("**Company**")

Vendor FEIN:_____

Address_____

City:_____ State: _____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ 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:
☐ 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.)

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 8.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Community Rating System (CRS)**
RFQ No. 2025-00-001 in accordance with Contract Documents as prepared by the Village

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 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. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder 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,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Community Rating System (CRS)**
RFQ No. 2025-00-001 in accordance with Contract Documents as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. 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: _____

Alessia Bencomo, Procurement Specialist

SECTION 9.0: Exhibits

Draft Contract for: Community Rating System (CRS)

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised a Request for Qualifications ("RFQ") on **October 15th, 2024** for the **Community Rating System (CRS)**; and

WHEREAS, the Company submitted a proposal dated **November 15th, 2024**, in response to **RFQ# 2025-00-001**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the proposal to the Company to provide Community Rating System (CRS) Services on behalf of the Village submitted by the Company in response to the RFQ (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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3. Qualifications
4. Term
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Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract

B. RFQ# 2025-00-001 issued by the Village.

C. Resolution No. 2025-_____

Article 2. Scope of Work

1. The Work is generally described as follows:

Pursuant to Florida Statute Section 287.055, "Consultants Competitive Negotiations Act," the Village is seeking to retain a qualified firm to review the Village's current Community Rating System (CRS) Program and prepare the Village to improve its CRS classification from 5 to 4 or better. The Village, with the completion of a successful CRS program by the Company, is expecting implementation strategies from the Company to help lower the cost of flood insurance to the best savings possible.

2. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants 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 required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The 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.

The Project Manager for the Company is_____.

Article 4. Term

The term of this Contract shall commence upon the date of execution for one (1) year with an option to renew for an additional year thereafter on an annual basis at the sole discretion of the Village.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's proposal the total amount is _____ ($_____). The Company shall give a detailed description of any work that requires additional compensation if the Project exceeds the total price. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company either failed to provide a detailed need for the additional amount or if the Village denies additional compensation.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the

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Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within five (5) working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

Article 8. Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Andrea Candelaria, the Sustainability & Resiliency Planner. The Villages' assigned Project Manager is Andrea Candelaria, the Sustainability & Resiliency Planner.

B. The Project Manager shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 9. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. 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, including but not 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. Termination 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 with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village 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, including 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. The Village shall not be liable for any damages for 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 compensatory damages.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (l0) days of written demand by the Village.

Article 11. Indemnification

The Company shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village by the Section 768.28, Florida Statutes.

Article 12. Insurance

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division from the Company and the subconsultant/subcontractor. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured**.

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage
- 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 of liability--$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, and its equivalent, and the company 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 mail thirty (30) day written advance notice to the Village.

In addition, the Company 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 its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, 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 within five (5) 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 13. Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

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Article 14. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 15. Waiver

The failure of either Party 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 Contract shall not constitute 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 Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the 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. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 17. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 18. Conflict of Interest

The 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 as if fully set forth.

Article 19. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

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Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 22. Counterparts

This Contract 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 Contract.

Article 23. 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 property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company'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, Village employees or Village property.

Article 25. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in 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. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

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Article 26. 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 subcontractors 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 27. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. 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 28. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 29. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 30. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized

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because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Article 31. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

Article 32. Subconsultant/Subcontractor

The use of subconsultant/subcontractor is permissible under this Contract provided that the subconsultant/subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In the event of dissatisfactory performance of the subconsultant/subcontractor, the Company is responsible, and shall complete the work if required by the Village at the Company's expense.

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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

DRAFT



KEITH

Engineering Inspired Design.

VILLAGE OF PALMETTO BAY
RFQ NO. 2025-00-001
COMMUNITY RATING SYSTEM (CRS)

NOVEMBER 18, 2024

ALEX LAZOWICK, PE, PMP, ENV SP
CEO/President
5805 Blue Lagoon Drive, Suite 218,
Miami, Florida 33126
305.667.5474
ALazowick@KEITHteam.com

Additional contact:
CAROLINE GLASS
Marketing Coordinator
5805 Blue Lagoon Drive, Suite 218,
Miami, Florida 33126
305.667.5474
Marketing@KEITHteam.com

November 18, 2024

Village of Palmetto Bay
RFQ No. 2025-00-001
Request for Qualifications for Community Rating System (CRS)

Dear Selection Committee Members,

Keith and Associates, Inc., dba KEITH, is pleased to present our team submittal for the Request for Qualifications for the Village of Palmetto Bay Community Rating System (CRS). Our extensive experience in community rating systems, particularly with municipalities in South Florida, positions us as a reliable and knowledgeable partner for this critical planning study. Over the past several years, the Village of Palmetto Bay has continued to reshape the community by reinvesting in the public realm. We applaud the Village for continuing to value key assets for the community to ensure the Village and its residents' future success.

SOUND EXPERIENCE

Bringing more than 60 years of dedication to South Florida communities and with an office in Miami, KEITH is extremely qualified to meet your needs as one of the veteran consulting civil engineering firms in the community. Throughout the firm's history, KEITH has been awarded and successfully managed numerous continuing services contracts throughout the state. Our experiences have resulted in a thorough knowledge and practice of the standards, and how to apply them with a practical and common-sense approach to problem solving. It has allowed our team to "get connected" to the Village staff to develop working relationships that help get projects completed. KEITH believes that building these relationships is what it takes to truly understand the concerns of various agencies and address them in a professional manner that is personal to the Village and its residents. It is this hands-on approach to developing collaborative and comprehensive project solutions that our clients find deep value.

KEITH recognizes that our primary responsibility in this contract will be to provide accurate and timely responsive services to the Village. Careful consideration of particular project conditions, scopes and the assignment of a responsive point of contract are necessary components in developing innovative project solutions and procedures to complete this CRS project efficiently. KEITH has proudly performed this for multiple municipalities and we believe this makes KEITH well positioned to lead the CRS efforts for the Village.

TEAMWORK

We believe that collaboration is key to a successful project. To complete the KEITH Team, we have strategically partnered with industry experts in their crafts. CRS Max Consultants has led numerous municipalities through their annual CRS Recertifications and CRS class improvements. Collective Water Resources, LLC employs a team of water resource experts that have successfully delivered CRS and FEMA compliant and approved watershed master plans.

KEITH has a comprehensive approach to stormwater master planning that has evolved from our extensive experience in stormwater management, flood resiliency, community outreach, executing stormwater master plannings, and our successful implementation of similar large municipal stormwater master plan projects throughout South Florida. This extensive stormwater modeling and CRS experience will allow KEITH to review the teams work. We believe this is the right team for the Village. KEITH's strong project management skills will allow us to lead the project effeciently, while our staff's technical expertise will assist in the QA/QC of our subconsultants work. This ensures that our team will deliver a successful project to the Village of Palmetto Bay.

TECHNICAL APPROACH

Before describing the technical approach for meeting the goals specified in this Request for Qualifications, a note of commendation to the Village of Palmetto Bay is in order. In light of the fact that the Village only entered

the CRS program in 2017, it is very commendable that it has already attained a Class 5 and that it has established its own Floodplain Management Plan and Program for Public Information. Such expedited progress among CRS communities are very rare. The KEITH Team is poised to build upon the success that has already been achieved by the Village. The KEITH Team will provide the following comprehensive services needed for this project:

CRS EVALUATION: The first step would entail a detailed analysis of the current program, including an in-depth evaluation of its most recent Verification Visit, its Floodplain Management Plan and its Program for Public Information. The second step would entail preparations for Modifications. This would include identification of possible gaps in the Village's CRS program and opportunities for improvement in CRS points earned. CRS Max Consultants has extensive experience with increasing CRS points totals and will take the lead on this endeavor.

Perhaps more significant than the need to increase points is the need to meet the prerequisite requirements for a Class 4 community. Most importantly, a qualifying Watershed Master Plan is needed. Collective Water Resources has developed such plans and has worked for years with key individuals who grade the Watershed Master Plans, will take the lead on this important task.

WATERSHED MASTER PLAN: The team will generate GIS digital flood maps for the Village using the output data from the exsisting stormwater model. As part of the mapping, wetland areas or other natural open space to be preserved from development will be identified. During the project, Collective will submit preliminary data to the Village for a courtesy review to identify any areas where the project needs to focus on or modify. This may be a point of coordination with ISO as well.

A Watershed Management Plan report will be developed to be submitted for CRS Activity 450 credit. Model results and generated flood maps will be part of the report. Project recommendations (i.e., mitigation options) that comply with the WMP criteria will be added to the report.

Other optional components of Watershed Management Plans per the CRS criteria will be discussed throughout the development of the plan, such as, funding sources. Optional components could yield a higher score for the Watershed Management Plan. KEITH will provide a draft report to the Village and incorporate any comments from the CRS courtesy reviews.

WHY KEITH?

At KEITH, we bring decades of experience, emphasizing municipal stormwater contracts, and providing the necessary leadership to execute this project effectively. We bring to you the personal commitment of ourselves, our firm, and our long-standing accountability reputation. We believe authenticity is what is needed in any project to reflect the location, culture, and diverse community. The KEITH Team has been curated to balance context and forward-thinking ideas, practical experience, and commitment to excellence, which aims to support the Village of Palmetto Bay for this Community Rating System project.

Best Regards,



Alex Lazowick, PE, PMP, ENV SP - CEO/President
5805 Blue Lagoon Drive, Suite 218, Miami, FL 33126
305.667.5474
Marketing@KEITHteam.com

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Tab 3: Organizational Chart



GREG CHAVARRIA, PMP
Principal-in-Charge
90% availability
KEITH



TOM GREEN, PE
QA/QC Officer
75% availability
KEITH



NILES WARRICK, PE, CFM, ENV SP
Project Manager
80% availability
KEITH

Omar Rodriguez, PE, ENV SP, CAPM, CFM
Water Resources Engineer
75% availability
KEITH

Kelly Cranford, PE, ENV SP
Water Resources Engineer
80% availability
KEITH

Freddy Ascuntar, CFM
Engineering Designer
80% availability
KEITH

Elizabeth M. Perez, P.E., D.WRE, CFM
Water Resources Engineer
70% availability
Collective Water Resources

Stephanie Dunham, PE
Water Resources Engineer
75% availability
Collective Water Resources

Earl S. King, MPA, CFM
Senior CRS Consultant
80% availability
CRS MAX

Joan Van Stone, CFM
Senior CRS Consultant
85% availability
CRS MAX

SUPPORT SERVICES
(optional)

Walt Smith, PSM, PLS, PS (IN), MBA
Surveyor and Mapper
KEITH

Charles Schramm, PSM
Surveyor and Mapper
KEITH

GREG CHAVARRIA, PMP

Principal-in-Charge



EDUCATION

2001
M.S. Management of Information Systems, Florida International University

1999
B.S. Civil Engineering, University of Miami

1999
B.S. Environmental Engineering, University of Miami

YEARS OF EXPERIENCE

Industry: 25 years
KEITH: 1 year

PROFESSIONAL REGISTRATIONS

1100004995 Engineering Intern, Florida

813960 PMP, Professional Management Institute

PROFILE

Greg has more than 25 years of municipal local government experience and supported numerous capital projects from vision to fruition. As a former City Manager for two South Florida coastal communities, he holds a track record of advancing critical capital improvement programs that have accelerated the construction of new infrastructure, public land development, public spaces, housing, and resiliency deliverables. Some notable recent projects include initiating the construction of a new 65 MGD Water Treatment Plant and the completion of various stormwater improvements for low-lying coastal communities. Greg is a constant advocate for innovation and looks forward to providing strategic coordination for efforts that will advance the quality of life of communities and foster economic development.

RELEVANT PROJECT EXPERIENCE

Abbott Avenue Drainage Improvements Final Design - Phase II, Surfside, FL: Client Services Manager. KEITH assisted the Client in evaluation and assessment of existing stormwater drainage conditions, preparation of reports including ICPR models and calculations for seven improvement options, construction cost estimates, presentation of conclusions for selection of the best and most cost-effective solution, evaluation of existing land use development codes, stormwater ordinances, and MS-4 reporting with recommendations and ordinance revisions for compliance and exceedance of federal, state, and local requirements. Sea level rise projections in accordance with Southeast Florida Regional Climate Change Compact were considered in assessments, as KEITH has performed evaluations on sea level rise, surge, and resilient infrastructure integrated with the Town's vulnerability assessment.

Surfside General Engineering Contract, Surfside, FL: Principal-in-Charge. KEITH has established a productive and collaborative relationship with the Town of Surfside. We have worked closely with the Town's representatives, stakeholders, and regulatory authorities to achieve common objectives. KEITH is providing general civil engineering and related services to the Town of Surfside on an as needed basis. Services have included civil engineering, planning, transportation engineering, and construction management. Some of the projects that our team has collaborated with the Town are the following: Abbott Avenue Phase 1 and Phase 2 Drainage Improvements, NPDES MS-4 Monitoring and Reporting, and 91st Streetscape Improvements.

Miami Beach General Engineering Contract, Miami Beach, FL: Client Services Manager. KEITH is developing KEITH Life projects under this continuing services agreement. KEITH is providing landscape architecture, planning and land development, feasibility studies, renderings/modeling, park design, median design, street lighting design, traffic calming, drainage design, parking design, biowaste design, stormwater engineering, GIS, Brownfield designation, ALTA/ACSM, boundary and topographic and hydrographic surveys. Under this contract, KEITH is assisting in the development and conceptual design of the Mount Sinai Boardwalk.

Sunny Isles Beach Continuing Professional Consulting Services, Sunny Isles Beach, FL: Client Services Manager. KEITH, under its continuing contract with the City, is providing civil, survey, subsurface utility engineering, landscape architecture, and construction engineering inspection services. Projects under this umbrella to date include Bella Vista Park redevelopment, Town Center Park upgrades, a new park at Ritz Carlton Center site, and the survey of the Skate Park.

THOMAS GREEN, PE

QA/QC Manager



EDUCATION

2003
B.S., Civil Engineering
University of Florida

YEARS OF EXPERIENCE

Industry: 21 years
KEITH: 2 years

PROFESSIONAL REGISTRATIONS

67558, Professional Engineer, Florida

PROFILE

Mr. Thomas Green, PE, brings 21 years of experience as a civil engineer, senior project manager, and capital improvement program manager. Tom has performed for both public and private clients as an esteemed colleague and as a valued consultant and advisor. As Project Manager, Lead Engineer, and team leader, Tom has successfully managed multi-million dollar projects throughout South Florida and the Caribbean. In addition to his skills gleaned from years of navigating municipal board rooms, he has a highly diversified depth of experience with the on-the-ground details of complex development projects keeping them on scope, schedule, and under budget. Tom is proficient in state-of-the-art technologies such as AutoCAD, Land Desktop, ICPR, Microsoft Project, and ProLog construction management software.

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: Civil Engineer/Client Services Manager. KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk City assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist City staff by providing information for any public led outreach efforts to discuss the results.

Lighthouse Point General Civil Eng & Inspection Services, Lighthouse Point, FL: Civil Engineer/Client Services Manager. KEITH is assisting the Client in developing KEITH Life/KEITH Access/KEITH Campus/KEITH Play projects through this continuing services agreement for general consulting, engineering, and survey services. KEITH is providing services to the Client including civil engineering, survey, and inspection on an as-needed basis. The completed projects will continue to improve and enhance the quality of life for residents and guests to the community.

Pine Trails Park Playground and Field Improvements, Parkland, FL: Civil Engineer/Client Services Manager. KEITH, under our continuing services agreement with the City, assisted the Client in developing a KEITH Play project that included the revitalization of Pine Trails Park Playground and Field. KEITH provided full services to the Client including geospatial and civil engineering, landscape architecture, and construction management. The KEITH Team assisted the Client in revitalizing this highly-popular park for the City of Parkland residents and visitors including upgrades of turf surfacing, poured-in-place rubber, drainage improvements, topography and tree surveys, drainage, hardscape and paving, fine grading, landscape design, site lighting, specialty features, permitting, bidding assistance, and construction observation.

DC Alexander Park, Fort Lauderdale, FL: Civil Engineer/Client Services Manager. KEITH is assisting the Client in developing a KEITH Life/KEITH Play/KEITH Campus project that includes the visioning and redevelopment of an oceanfront park nestled in a unique 1+ acre spot on Fort Lauderdale's beachfront near the Fort Lauderdale Aquatic Center and International Swimming Hall of Fame. KEITH is providing services to the Client including survey/SUE, planning, civil and traffic engineering, landscape architecture, and construction observation. The KEITH Team assisted the Client with public engagement, turtle-compliant lighting, carefully planned stormwater infrastructure, shoreline habitat analysis, and practical and creative applications of stormwater mitigation practices resulting in a design that reflects and embraces the social and economic needs of the community.

NILES WARRICK, PE, CFM, ENV SP

Project Manager



EDUCATION

B.S. Civil Engineering, University of Central Florida, 2018

YEARS OF EXPERIENCE

Industry: 6 years
KEITH: 6 years

PROFESSIONAL REGISTRATIONS

94320, Professional Engineer, Florida

Certified Floodplain Manager US-22-12358

Envision Sustainability Professional

PROFILE

Niles Warrick is an engineering professional in civil design projects including water, sewer, and drainage systems. In addition, Niles has municipal, county, and state-wide permitting experience including performing permit reviews for multiple municipal and county entities. He has demonstrated his various abilities and qualifications as an engineer including utility design using AutoCAD Civil 3D and stormwater modeling using Storm Water Management Models.

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: Project Manager. KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

John Knox Village Stormwater Management Plan, Pompano Beach, FL: Project Engineer. KEITH is assisting the Client in the development of a KEITH Life/KEITH Campus project consisting of a senior residential facility, formal and semi-formal gardens, and surface parking. KEITH provides full services to the Client including civil engineering, survey/SUE, planning, landscape architecture, and CEI. The KEITH Team is assisting the Client with the preparation of a topographic and boundary survey, tree survey, existing utility map, and conceptual development of an overall Stormwater Master Plan for the property. Additional KEITH services include the estimated engineering design for Phase I projects, engineering for coordination and deliverable review, water modeling, stormwater modeling, permitting, water distribution, and wastewater collection plan.

City of Parkland NPDES Stormwater Inventory-GIS, Parkland, FL: Project Manager. KEITH is developing a master stormwater GIS Web Application utility atlas for the City of Parkland with a goal to gather drainage utilities not found in their as-builts. The KEITH survey department is gathering information on the missing utilities and the atlas will be updated to reflect all information. The KEITH Team created a user-friendly GIS dashboard for all stakeholders and City staff including the number of catch basins, manholes, outfalls, and the linear length of pipes shown. This information will be available for inspections, reporting, design projects, and Federal/State/County permitting needs.

Parkland Citywide Stormwater Master Plan, Parkland, FL: Niles was responsible for obtaining, reviewing, and implemented GIS data and LiDAR information for the preliminary development of the stormwater master plan utilizing stormwater modeling software.

Calvary Chapel Fort Lauderdale Master Stormwater Permitting Plan, Fort Lauderdale, FL: Project Engineer. KEITH is assisting in the development of an overall master storm water permit for the entire east campus of Calvary Christian School by utilizing Autodesk Storm and Sanitary Analysis and AutoCAD Civil 3D. The project site is located at 2401 W Cypress Creek Road, Fort Lauderdale, FL and consists of 4 parcels. Two of the parcels of the main/east campus total +/- 75acres and the remaining two parcels of the west campus total +/- 10 acres. KEITH is responsible for the surveying and mapping (including topography, boundary, and tree surveying), planning, and civil engineering services for the east campus.

OMAR RODRIGUEZ, PE, ENV SP, CAPM, CFM

Water Resources Engineer



EDUCATION

B.S. Civil Engineering, Escuela Superior Politecnica Del Litoral, 2018

M.S. in Hydroinformatics and Water Management, Université Côte d'Azur, Brandenburg University of Technology Cottbus-Senftenberg, Warsaw University of Technology, Technical University of Catalonia, Newcastle University, 2023

YEARS OF EXPERIENCE

Industry: 6 years
KEITH: 6 years

PROFESSIONAL REGISTRATIONS

94885, Professional Engineer, Florida

Certified Associate in Project Management (CAPM) Program Management, 2788463

Certified Floodplain Manager

PROFILE

Mr. Omar Rodriguez is an emerging engineering professional specializing in Hydrology and Hydraulic Modeling and Water Resources engineering. Heavily involved in Floodplain Management, Urban Drainage, and Climate Adaptation. Gaining experience in water resources and civil engineering design projects including water, sewer, drainage systems, stormwater master plans, and flood mapping as well as County and State-Wide permitting. Mr. Rodriguez has demonstrated his various abilities and qualifications as an engineer including Flood Risk Management implementation using CAD, GIS, and Modeling software.

RELEVANT PROJECT EXPERIENCE

City of Parkland Vulnerability Assessment, Parkland, FL: Civil Engineer. KEITH is providing the City of Parkland with a comprehensive Vulnerability Assessment for this KEITH Facility project. The goal of this VA is to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of city staff. As part of the report, the KEITH Team will provide the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the CITY as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project will examine the exposure of the city's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assist city staff by providing information for any public led outreach efforts to discuss the results.

City of Plantation Zone 2 Basin Drainage Study, Plantation, FL: Civil Engineer. The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The final product will be compiled in a Stormwater Master Plan. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents. The proposed improvements prepared by KEITH will adhere to the respective federal, state and local regulations to meet water quality and quantity requirements. The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.

Parkland Citywide Stormwater Master Plan, Parkland, FL: Project Engineer. KEITH was retained to provide a full range of engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City. As a part of the civil engineering team on this project, Omar was responsible of the modeling effort using a 1D/1D dual drainage hydrology and hydraulic model of the stormwater system developed in EPA SWMM. He was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" for the Ranches area (652-acres), the Hendrix Farms Area (596-acres), and Pine Tree area (1,987-acres). He assisted in preparing the Master Plan report which included recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs, cost analysis, and capital improvements projects recommendations. Omar also coordinated with the City of Parkland for modeling summarization and an external consultant that performed quality control reviews. Omar made certain that all QA/QC protocols were followed in each phase of the project for all the deliverables.

KELLY CRANFORD, PE, ENV SP

Water Resources Engineer



EDUCATION

B.S. Civil Engineering, University of Florida, 1990

YEARS OF EXPERIENCE

Industry: 34 years
KEITH: 1 year

PROFESSIONAL REGISTRATIONS

51899, Professional Engineer, Florida

23468, Envision Sustainability Professional

PROFILE

Kelly Cranford, PE, ENV SP, with 34 years of experience has been instrumental in expanding the KEITH Water practice alongside the firm's existing talented staff. She brings a robust stormwater portfolio that expands throughout Florida. Her municipal experience includes project development, scheduling, and implementation of projects under a $40 million bond and City of West Palm Beach's 5-year CIP program projects; supervising SFWMD teams responsible for review, recommendation of approval, and enforcement of Environmental Resource and Consumptive Use permits, and supervising West Palm Beach construction coordinator teams.

RELEVANT PROJECT EXPERIENCE

City of Plantation Zone 2 Basin Drainage Study, Plantation, FL: Civil Engineer. The KEITH Team was successfully retained to provide a full range of engineering services for the City of Plantation Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The final product will be compiled in a Stormwater Master Plan. KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents. The proposed improvements prepared by KEITH will adhere to the respective federal, state and local regulations to meet water quality and quantity requirements. The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing projects and initiatives. The culmination of the study's effort will be presented in the new and comprehensive stormwater master plan that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the integrity of the City's future is protected for the generations to come.

Stormwater Facilities Plan and Flooding Vulnerability Assessment, El Portal, Village of El Portal, FL: Kelly prepared facility plan meeting requirements of Florida Administrative Code 62-503 for village impacted by rising groundwater and surface water elevations. She modeled the existing and proposed system utilizing ICPR3. Kelly coordinated with Miami-Dade County and South Florida Water Management District to ensure proposed projects were consistent with adaptation plans for the area. Mitigation strategy options were presented along with the Facilities Plan findings at three public meetings before finalizing the report. Alternative stormwater and flood control sub-projects were evaluated and ranked based on the cost of construction, salvage value, operation and maintenance costs, number of homes served by the sub-project, existing and future risk of flooding, water quality benefit of the project, community support for project, and available funding for long term operation and maintenance of the sub-project. The resulting sub-project rankings were within the Village budget to construct and maintain. Design and construction of the eight highest ranked projects had an estimated cost of $5.8 million, with the Phase 1 projects totaling $994,000. The Village unanimously approved adoption of the Stormwater Facilities Plan on May 1, 2018. Implementation of the first phase of recommended subprojects is anticipated to begin within 60 days. The adoption of the Facilities Plan positions the Village for design and construction phase funding assistance through the Clean Water State Revolving Fund (SRF) program.

Village of Miami Shores Vulnerability Study, Miami Shores, FL: Project Manager. In partnership with Coastal Risk Consulting, develop roadmap for Village to act on predicted and existing tidal flooding conditions for wastewater system, stormwater system, seawalls, and roadways.

FREDDY ASCUNTAR, CFM

Engineering Designer



EDUCATION

A.S. Civil Engineering, Broward College, 2019

YEARS OF EXPERIENCE

Industry: 24 years
KEITH: 7 years

PROFESSIONAL REGISTRATIONS

Certified Floodplain Manager

PROFILE

Mr. Freddy Ascuntar has extensive experience in CADD design as an engineering technician and project manager. Currently he is a student attending Broward College and is working towards his Bachelor's Degree in Civil Engineering. Set to graduate in the Spring of 2022, Mr. Ascuntar has already proven himself qualified and skilled as a project engineer at KEITH. Prior to starting with our team, he served as a senior CADD designer, creating technical drawings catered to individual engineering or architectural contract specifications. He is proficient in software including AutoCAD and MicroStation.

RELEVANT PROJECT EXPERIENCE

Griffin Gardens II and Lift Station, Tequesta Reserve, Davie, FL: Permitting. Secured USACE, SFWMD and FDEP permits for a water management project, involving wetland restoration and flood control measures. Successfully navigated complex regulatory requirements, resulting in timely project approvals.

ACAP/Sheltair - Global - X - Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL: Permitting. Compiling data and preparing permit applications for SFWMD & FDEP. Participated in site visits and inspections to gather necessary data for permit applications.

LIVE! Pompano – Lift Station, Pompano Beach, FL: Permitting. Led the permitting process for a large-scale infrastructure development, coordinating with USACE, SFWMD and FDEP to ensure environmental compliance.

John Knox Village Stormwater Management Plan, Pompano Beach, FL: Project Engineer. KEITH is assisting the Client in the development of a KEITH Life/KEITH Campus project consisting of a senior residential facility, formal and semi-formal gardens, and surface parking. KEITH provides full services to the Client including civil engineering, survey/SUE, planning, landscape architecture, and CEI. The KEITH Team is assisting the Client with the preparation of a topographic and boundary survey, tree survey, existing utility map, and conceptual development of an overall Stormwater Master Plan for the property. Additional KEITH services include the estimated engineering design for Phase I projects, engineering for coordination and deliverable review, stormwater modeling, permitting, water distribution, and wastewater collection plan delivering a safe, functional space for the community to thrive.

Broward College Reclaimed Water Supply, Davie, FL: Project Engineer. KEITH provided research for the feasibility for Broward College to connect the campus chiller plant and irrigation system to the reclaimed water lines from the Town. KEITH developed the estimate for the expense of modifying the existing system and drafted a conceptual design. KEITH worked as a liaison between the Town of Davie and the client to best present the hardships and benefits to the client. KEITH prepared a feasibility study report based on the research.

NE 2nd Street from SR A1A to Riverside Street Improvements, Pompano Beach, FL: Project Engineer/Permitting. The City of Pompano Beach CRA secured the services of KEITH to provide traffic signal and roadway improvement, complete construction/ program management, and construction engineering to ensure the integrity of the design intent and certify that the construction work has been completed in substantial compliance with the approved documents and permits. KEITH provided issue clarifications, shop drawing reviews, periodic site visits, as-built reviews, final inspections/certifications, and participated in client and city meetings.

Elizabeth M. Perez, P.E., D.WRE, CFM Water Resources Engineer



Education:

- ***MSCE,*** *Civil Engineering, Georgia Institute of Technology*
- ***BS,*** *Environmental Engineering, University of Florida*

Registrations:

- Professional Engineer, Florida, #61023
- Diplomate, American Academy of Water Resources Engineering (D.WRE)
- Certified Floodplain Manager

Career Highlights:

- Co-Author of Four Books on Stormwater, Water Supply, and Technology
- Former Appointed Member of National Committee for the American Society of Civil Engineers
- Past President, Florida Stormwater Association (2022-2023)

Elizabeth Perez, P.E., D.WRE, CFM is President and Founder of Collective Water Resources, LLC. Ms. Perez has established a strong reputation as an expert throughout Florida, not only for her technical work but also for her dedication to professional service and involvement in various technical organizations. Most notably, she has served as a member of the National Energy, Environment, and Water Policy Committee within the American Society of Civil Engineers and is a co-author on the 8th Edition of the well-known textbook Water Supply and Pollution Control. She has designed and taught classes on stormwater modeling both at the University of Florida's TREEO Center and in conjunction with various professional organizations. A sampling of Ms. Perez's broad professional experience follows, which includes climate change, watershed management, surface water modeling/analysis, GIS, regulatory advocacy, and the creation of stormwater modeling/design guidance for various public agencies. Ms. Perez has 25 years of experience as a water resources and environmental engineer.

Watershed Master Plans (Boynton Beach, Fellsmere, West Palm Beach, and Okaloosa County, FL). *Project Engineer and Manager.* Under the responsible charge of Ms. Perez, Collective is preparing four WMPs to determine the potential flood threat and related impacts on four signficant Florida communities from existing and expected development; various long-duration rainfall, storm surge, tidal, and combined flooding events with projected sea level rise (SLR); and recommendations for future decision-making and mitigation of such impacts. The WMPs will satisfy the Federal Emergency Management Agency Community Rating System Activity 450. Collective also developed an ICPR4 hydrologic and hydraulic model for each client to determine stormwater-related flooding for current conditions as well as for two sea level rise scenarios applied to three, future time frames (2040, 2070, and 2100). All of the projects involved extensive data collection, H&H modeling, regulatory strategy, and in most cases – extensive stakeholder engagmeent.

American Flood Coalition/AFC (Washington, DC). *Expert Guidance & Assistance.* In 2022, the American Flood Coalition hired Ms. Perez to assist with co-authoring and collaborating on guidance for various audiences. Since that time, Ms. Perez has prepared several documents and workflows related to hydrologic and hydraulic modeling, climate change, and inundation modeling for the AFC.

Watershed Management Program, SWFWMD
Various Counties, Cities, and the Southwest Florida Water Management District
Since 2003, Ms. Perez has worked on the modeling, floodplain mapping, and watershed planning efforts for over 100 square miles of watersheds throughout Southwest Florida. As part of this work, she has acted in the role of peer reviewer, project manager, and project engineer. The projects involved extensive GIS and ICPR integration including LiDAR processing, DTM and DEM development, geodatabase population, ArcHydro customization, automated model updates, and custom tool development. The models included special considerations for surface and groundwater interaction, 2-dimensional riverine boundary conditions, dendritic and deranged systems, and karst topography. Final deliverables included geodatabases, Interconnected Channel and Pond Routing (ICPR) models, floodplains, watershed management plans, and technical support data notebooks (among others). She has presented the DFIRM process and floodplains during a series of presentations to affected stakeholders, City and County officials, and SWFWMD staff throughout many of her projects.

Stephanie Dunham, P.E. Water Resources Engineer



Stephanie Dunham has over 25 years of experience in water resource planning and management, stormwater modeling, vulnerability analysis, and hazard mitigation planning. She is the Vice President of Engineering at Collective and an active leader and mentor at the firm. She also has extensive experience in leading and performing outreach, GIS analyses and data management, quality assurance, and benefit-cost analyses. Stephanie has devoted her career to water resources management with an emphasis on watershed management coupled with sea level rise/climate change, GIS/data management, and flood mitigation/resiliency planning.

Education:

BS, Civil Engineering, Texas A&M University

MS, Civil Engineering, The University of Texas at Austin

Experience:

25 years

Professional Registration:

PE – Florida 59782
PE – Tennessee 124724
PE – Texas 90915 (Inactive)

Professional Organizations:

- FSA
- FFMA
- AWRA
- SWE

Software Proficiency:

- ICPR3 and
- ICPR4 (1D, 2D, GW)
- ArcGIS and Extensions
- ArcHydro
- HEC-RAS (1D)

Watershed Master Plan and Vulnerability Assessment (VA), Town of Ponce Inlet. *Project Manager and Vulnerability Assessment Lead.* Collective prepared a WMP and flood VA to determine the potential flooding threat and related impacts on the Town's drainage system and critical/regional assets from existing and expect development; various long-duration rainfall, storm surge, tidal, and combined flooding events with projected sea level rise (SLR); and recommendations for future decision-making and mitigation of such impacts. The WMP and VA satisfied Federal Emergency Management Agency Community Rating System Activity 450 as well as the State's Statewide Vulnerability Assessment requirements. Collective developed a FDEP-compliant database inventory of critical and locally- and regionally-significant assets within the Town's limits. Collective also developed an ICPR4 hydrologic and hydraulic model to determine stormwater-related flooding for current conditions as well as for two sea level rise scenarios applied to three, future time frames (2040, 2070, and 2100). Collective determined the exposure and sensitivity of the assets to stormwater, tidal, storm surge, and combined extreme rainfall/storm surge flooding and utilize the results to prioritize needs, recommend regulatory standards/code amendments, and develop conceptual mitigation options.

Stormwater Master Plan Modeling and Design Implementation, City of Fort Lauderdale. *Project Manager and Technical Lead.* Collective was a sub-consultant serving as the stormwater modeling lead for the City of Fort Lauderdale's Stormwater Master Plan. Ms. Dunham developed the modeling approach and standards that were applied city-wide, performed hydraulic/hydrologic/groundwater modeling using GIS Spatial Analyst, 3D Analyst, and ArcHydro tools as well as ICPR4 for three of the city's 10 watersheds for current and six future SLR scenarios (including the impacts to the water table), developed QAQC tools for model parameters and results; verified model results; developed flood inundation mapping and depth grids; and coordinated with Broward County regulatory staff on conceptual permitting of all watershed models. Ms. Dunham also developed the approach and associated infrastructure data used for the City's flood protection level-of-service analysis for both structures and roadways.

Multi-Jurisdictional Climate Change Vulnerability Assessment, Southeastern Palm Beach County, Florida. *Community Captain.* The Climate Change Vulnerability Assessment was a micro-regional assessment of 12 key climate threats across southeastern Palm Beach County. Ms. Dunham was the community captain responsible for data collection as well as coordinating and communicating with both the City of Boca Raton and Town of Highland Beach on the assessment approach and results.

Collective WATER RESOURCES

Earl S. King, MPA, CFM

Vice President

Education

King University – Bachelor of Arts (1977)
University of Central Florida – Bachelor of Science in Engineering Technology (1993)
Florida Atlantic University – Master of Public Administration (2006)

CRS Training

Emergency Management Institute – E273 Managing Floodplain Development Through the National Flood Insurance Program
Emergency Management Institute – E278 NFIP/Community Rating System
Emergency Management Institute - Hazard Mitigation Planning
Insurance Services Office (ISO) – Mitigating Flood and Repetitive Losses
Florida Floodplain Managers Association – Elevation Certificate Basics

Consulting Experience

CRS Max Consultants, Inc.
Consultant
2006 to Present

Memberships

Association of State Floodplain Managers
Florida Floodplain Management Association
American Public Works Association

Projects

City of West Palm Beach CRS Audit Consulting Services City of West Palm Beach (2016, 2021)
Preparation for the CRS Audits in September 2016 and November 2021. As a result, the City improved its CRS rating from Class 6 to Class 5 in 2016 and maintained its Class 5 in 2021.

Charlotte County CRS Audit Consulting Services Charlotte County (2021)
Preparation for the CRS Audit in October 2021. As a result, the City improved its CRS rating from Class 6 to Class 5.

City of Hallandale Beach CRS Audit Consulting Services City of Hallandale Beach (2016, 2021)
Preparation for the CRS Audits in August 2016 and September 2021. As a result, the City maintained its Class 6 CRS rating following both audits.

Town of Surfside CRS Audit Consulting Services Town of Surfside (2015, 2021)
Preparation for the CRS Audits in February 2015 and March 2021. As a result, the Town improved its CRS rating from Class 10 to Class 8 in 2015 and from Class 7 to Class 6 in 2021.

Village of Wellington CRS Audit Consulting Services Village of Wellington (2013, 2018)
Preparation for the CRS Audit in October 2013. As a result, the Village of Wellington improved its CRS rating from Class 7 to Class 6 in 2013 and from Class 6 to Class 5 in 2018.

Joan Van Stone, CFM

Senior Consultant

Education

University of Cincinnati

CRS Training

Emergency Management Institute – E278 NFIP/Community Rating system
Emergency Management Institute – E273 Managing Floodplain Development Through The NFIP
Emergency Management Institute – CRS Hazard Mitigation Planning
Insurance Services Office (ISO) – Mitigating Flood and Repetitive Losses
Florida Floodplain Managers Association – Elevation Certificate Basics

Consulting Experience

CRS Max Consultants, Inc.
Consultant
2006 to Present

Memberships

Association of State Floodplain Managers
Florida Floodplain Management Association

Projects

City of West Palm Beach CRS Audit Consulting Services City of West Palm Beach (2016, 2021)
Preparation for the CRS Audits in September 2016 and November 2021. As a result, the City improved its CRS rating from Class 6 to Class 5 in 2016 and maintained its Class 5 in 2021.

Charlotte County CRS Audit Consulting Services Charlotte County (2021)
Preparation for the CRS Audit in October 2021. As a result, the City improved its CRS rating from Class 6 to Class 5.

City of Hallandale Beach CRS Audit Consulting Services City of Hallandale Beach (2016, 2021)
Preparation for the CRS Audits in August 2016 and September 2021. As a result, the City maintained its Class 6 CRS rating following both audits.

Town of Surfside CRS Audit Consulting Services Town of Surfside (2015, 2021)
Preparation for the CRS Audits in February 2015 and March 2021. As a result, the Town improved its CRS rating from Class 10 to Class 8 in 2015 and from Class 7 to Class 6 in 2021.

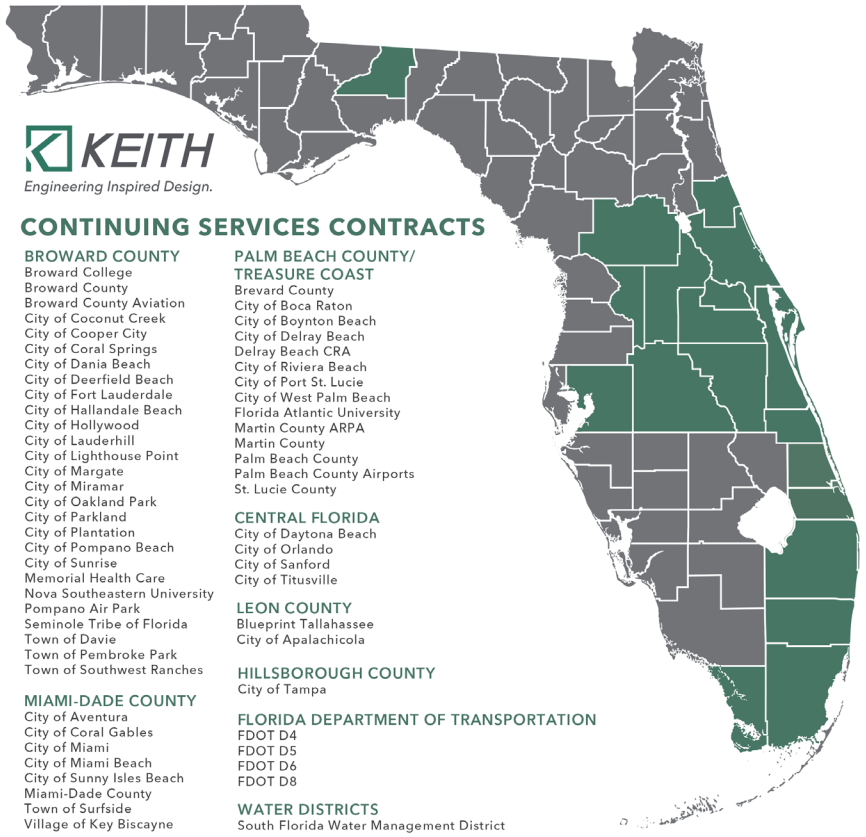
Village of Wellington CRS Audit Consulting Services Village of Wellington (2013, 2018)
Preparation for the CRS Audit in October 2013. As a result, the Village of Wellington improved its CRS rating from Class 7 to Class 6 in 2013 and from Class 6 to Class 5 in 2018.

Town of Jupiter CRS Audit Consulting Services Town of Jupiter (2013, 2017)
Preparation for the CRS Audit in November 2013 and November 2017. As a result, the Town of Jupiter improved its CRS rating from Class 6 to Class 5 in 2013 and maintained a Class 5 in 2017.

KEITH TEAM QUALIFICATIONS

KEITH recognizes that our primary responsibility will be providing accurate and timely service to the Village of Palmetto Bay. Careful consideration of project conditions, scopes, and the assignment of a responsive point of contact are necessary components in developing innovative project solutions and procedures to complete this project efficiently and to maximize the Village's benefit.

We bring decades of experience with an emphasis on municipal, task order-based contracts, providing the necessary leadership to effectively execute work orders. We believe authenticity is necessary in any project to reflect the location, culture, and diverse community in which it serves. The KEITH Team has been curated to provide this balance between context and forward-thinking ideas, practical experience, and commitment to excellence. We bring to you the personal commitment of our entire team and our long-standing reputation of accountability, thoughtful, and sustainable design solutions.



CONTINUING SERVICES CONTRACTS

BROWARD COUNTY
Broward College
Broward County
Broward County Aviation
City of Coconut Creek
City of Cooper City
City of Coral Springs
City of Dania Beach
City of Deerfield Beach
City of Fort Lauderdale
City of Hallandale Beach
City of Hollywood
City of Lauderhill
City of Lighthouse Point
City of Margate
City of Miramar
City of Oakland Park
City of Parkland
City of Plantation
City of Pompano Beach
City of Sunrise
Memorial Health Care
Nova Southeastern University
Pompano Air Park
Seminole Tribe of Florida
Town of Davie
Town of Pembroke Park
Town of Southwest Ranches

MIAMI-DADE COUNTY
City of Aventura
City of Coral Gables
City of Miami
City of Miami Beach
City of Sunny Isles Beach
Miami-Dade County
Town of Surfside
Village of Key Biscayne

PALM BEACH COUNTY/ TREASURE COAST
Brevard County
City of Boca Raton
City of Boynton Beach
City of Delray Beach
Delray Beach CRA
City of Riviera Beach
City of Port St. Lucie
City of West Palm Beach
Florida Atlantic University
Martin County ARPA
Martin County
Palm Beach County
Palm Beach County Airports
St. Lucie County

CENTRAL FLORIDA
City of Daytona Beach
City of Orlando
City of Sanford
City of Titusville

LEON COUNTY
Blueprint Tallahassee
City of Apalachicola

HILLSBOROUGH COUNTY
City of Tampa

FLORIDA DEPARTMENT OF TRANSPORTATION
FDOT D4
FDOT D5
FDOT D6
FDOT D8

WATER DISTRICTS
South Florida Water Management District

PROJECT MANAGEMENT

KEITH understands it is imperative to have senior staff members overseeing the planning, design, permitting, and construction components of this project. This corporate philosophy results in an extremely efficient and responsive project management approach, as well as superior project designs prepared on time and within budget. We have assembled a team with broad capabilities and depth of experience to address any needs that may arise. KEITH and its team of professional consultants know and understand the Village of Palmetto Bay. For this contract, Niles Warrick, PE, CFM, ENV SP will be our Project Manager and your single point of contact.



NILES WARRICK, PE, CFM, ENV SP

PROJECT MANAGER

Niles' Key Attributes:

Experienced • Responsive • Local • Committed • Available

Niles Warrick is an emerging engineering professional gaining experience in civil design projects including floodplain management, mitigation, data collection and assessment, water, sewer, and drainage systems. Niles understands the need to alleviate the cycle of damage-rebuild-damage, and the process of adequately addressing flooding issues before they arise. He understands that floodplain management programs are continually evolving and the knowledge and performance of local, state, federal and private-sector floodplain management professionals is ever changing. Niles is a Certified Floodplain Manager (CFM) and brings experience and knowledge of Community Rating Systems to our team. In addition, Niles has municipal, county, and state-wide permitting experience including performing permit reviews for multiple municipal and county entities. He has demonstrated his various abilities and qualifications as an engineer including utility design using AutoCAD Civil 3D and stormwater modeling using Stormwater Management Models.

AS YOUR PROJECT MANAGER, NILES WILL:

- Provide a Single Point of Contact - Having a single point of contact for the Village to increase constructive communication and work as an extension of the Village. Niles will assure continuity and reliability to Village staff.
- Establish the involved group of stakeholders and provide clear lines of communication.
- Understand the objectives of the project and assure that all project stakeholders have the same level of commitment and expectation in understanding the scope of work.
- Schedule periodic progress meetings.
- Maintain strong, ongoing working relationships with Village staff.

Our approach to this Project Management Plan (PMP) is one that has proven successful with many projects. We will schedule all meetings in coordination with the Village, conduct meetings, provide agendas and meeting materials, record and submit minutes for review/approval, and then distribute those minutes to the appropriate parties.

OUR EXPERIENCED SUBCONSULTANTS

KEITH understands the importance of adding the appropriate expert firms to our team in order to fulfill and supersede project goals. Working in close partnership with our clients, KEITH's broader team is well coordinated and managed with excellence throughout every phase of a project. We are accustomed to working on complex solutions in a timely manner to ensure valuable resources are put to best use. We bring to each project decades of experience, which allow our team to apply best practices and lessons learned. It is our primary goal to ensure that all projects undertaken by KEITH succeeds long after our planning, design, and implementation services have been completed.

COLLECTIVE WATER RESOURCES

Communication – Contribution – Interconnection – Balance
Collective Water Resources, LLC (Collective) was founded in 2012 to serve Florida's local governments with customized and holistic solutions to water resources challenges through the effective application of science and technology. We employ 15 water resources experts (ten of which are licensed Professional Engineers). Collective is a registered engineering firm licensed in the State of Florida, is fully woman-owned, and is a certified small business. Over the past twelve years, we have completed over 125 projects throughout the state of Florida and worked with virtually all repeat clients. As a water resources planning firm, we are fully dedicated to assisting local governments with issues that relate to numerous scales, complexities, and dimensions. We work on climate change vulnerablity assessments, watershed master plans, water resources/water supply plans, CRS programs, and large models/datasets daily.

CRS MAX CONSULTANTS

CRS Max Consultants has been providing quality services to CRS communities for 18 years. During this time, we have been privileged to work with 36 communities throughout Florida to solidify and strengthen their respective CRS programs. ***Success has been demonstrated by a total of 45 class improvements for 28 communities.***

CRS Max is experienced in every component of the CRS program. This includes, but is not limited to:

- 48 Verification Visits
- 4 Modifications
- 8 Floodplain Management Plans
- 4 Repetitive Loss Area Analyses
- 33 Programs for Public Information
- 3 Floodplain Species Assessments and Plans

Each year CRS Max assists numerous communities with their annual CRS Recertifications, including review and guidance on all construction certificates. This service also includes annual conducting of meetings for Program for Public Information Committees and Floodplain Management Plan Committees. In 2024, this service was successfully completed for all 23 of our contracted communities. Over the past 5 years alone, we have helped earn 17 class improvements and have successfully completed:

- 19 Verification Visits
- 1 Modification
- 4 Floodplain Management Plans
- 3 Repetitive Loss Area Analyses
- 19 Programs for Public Information
- 3 Floodplain Species Assessments and Plans

TECHNICAL APPROACH

CRS EVALUATION

The first step would entail a detailed analysis of the current program, including an in-depth evaluation of its most recent Verification Visit, its Floodplain Management Plan and its Program for Public Information. This analysis would also include discussions with the CRS Coordinator and other key staff members.

The second step would entail preparations for the Modification. This would include identification of possible gaps in the Village's CRS program and opportunities for improvement in CRS points earned. The CRS program has numerous elements and sub-elements that can be explored and compared one with the other in terms of their costs, their degrees of difficulty and the time required to complete them. The 2021 Addendum to the 2017 CRS Coordinator's Manual offers numerous such opportunities, many of which are not widely known or understood. The various options for increasing the Village's score will be presented to Village Staff and discussed. KEITH will be prepared to move forward as directed to increase the CRS points total to at least the 3,000 points required for a Class 4 community. CRS Max Consultants has extensive experience with increasing CRS points totals and will take the lead in this endeavor.

More crucial than the need to increase points is the requirement to meet the prerequisite conditions for achieving Class 4 community status. The most essential component is having a qualifying Watershed Master Plan. Collective Water Resources, with extensive experience in developing such plans and working closely with the key individuals responsible for evaluating them, will lead this critical task. CRS Max Consultants will oversee and address the other prerequisites for Class 4 as needed.

KEITH realizes that there are goals other than the attainment of a Class 4 CRS rating that the Village has. Most notable are the following:

- Provide assistance in annual recertification
- Assist CRS Coordinator on special map requirements, including impact adjustment
- Attend Village's Modification visit
- Assist the Village in follow-up documentation required to satisfy the ISO thirty (30) day letter
- Develop a Verification Manual.

The CRS Program is currently undergoing a CRS Redesign nationwide which may impact the CRS goals and preferences of the Village. Because this process is uncertain at this time, one cannot predict what program changes will result. KEITH is committed to assisting the Village to navigate through this transition and make changes to the scope of services that the Village deems to be appropriate in response to the CRS Redesign.

WATERSHED MASTER PLAN

For the Watershed Master Plan, our team is differentiated both in terms of experience with this specific and complex activity, as well as our extensive work with models and data within South Florida. Both of these sets of project experience can be leveraged to expedite and add value to the Village's Watershed Master Plan. The Watershed Management Plan will be led by Collective Water Resources due to their significant knowledge of this particular activity. Collective specializes in this particular activity and is one of the most experienced firms in the State of Florida with regards to watershed planning and H&H modeling. Currently, five Florida local governments have entrusted the creation of their Watershed Master Plans to our team, and of these, two are combined with Vulnerability Assessments (for Resilient Florida). All of these WMPs involve complex hydrologic conditions and subsequent H&H modeling, all similar to Palmetto Bay.

According to the CRS Coordinator's manual, the purpose of watershed planning is to provide a tool that can be used in decision making to reduce flooding from future conditions which can include development/redevelopment, climate change, and sea level rise. Preparation of the WMP must include future hydrologic conditions (rainfall, development and redevelopment, and groundwater increase from climate change) as well as sea level rise. The

hydrologic analysis will include existing and future conditions to determine the timing and volume of peak runoff flows. The hydrologic analysis will allow the Village to identify the amount of retention/detention necessary to prevent runoff increases for developed areas. A large and long duration storm will also be included to allow for compliance with the language reflected in the Addendum to the CRS Coordinator's Manual (2021).

The team will create GIS-based digital flood maps for the Village using data from the developed stormwater model. As part of the mapping process, wetland areas and other natural open spaces that should be preserved from development will be identified. Throughout the project, Collective will submit preliminary data to the Village for a courtesy review, allowing for identification of areas requiring further focus or adjustments. This stage may also involve coordination with ISO as needed.

A Watershed Management Plan report will be prepared for submission to earn CRS Activity 450 credit. The report will include model results and the generated flood maps. Project recommendations, such as mitigation strategies that meet WMP criteria, will also be included in the report.

Other optional components of Watershed Management Plans per the CRS criteria will also be discussed throughout the development of the plan, for example, funding sources. Such optional components could yield a higher score for the Watershed Management Plan. KEITH will provide a draft report to the Village and incorporate any comments. Comments from the CRS courtesy reviews will also be incorporated.

KEITH'S VALUE ADD FOR THE VILLAGE OF PALMETTO BAY

The KEITH Team has the in-house capabilities to provide surveying services. Through these services, our team will be able to assess the Village's existing stormwater infrastructure and determine if there are any data gaps. THE KEITH Team can mobilize quickly to collect field data to close the gaps, which is critical for accurate watershed modeling purposes. KEITH's in-house survey teams will be an asset to the project and provide a benefit to the Village through the following lenses:

- Efficient management and scheduling
- Reduction of in project time
- Cost-effectiveness through efficient mobilization

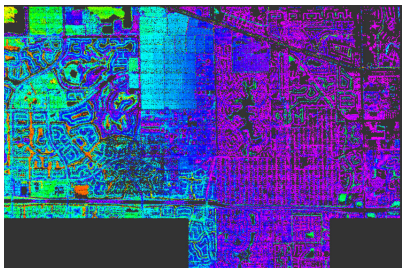
Collecting existing conditions is critical for accurate watershed modelling results that will get the Village to their desired CRS score of a 4.



PARKLAND CITYWIDE STORMWATER MASTER PLAN

Client: City of Parkland **Year Completed:** 2022

Project Fee: $202,815.00



KEITH provided engineering services in order to develop a comprehensive Stormwater Master Plan (SWMP) for the City of Parkland. KEITH evaluated the existing stormwater system, updating the GIS database and evaluated future developments and required improvements. KEITH was responsible for developing an "Existing Conditions Model" and "Proposed Conditions Model" using the public domain United States Environmental Protection Agency, Stormwater Management Model for the Ranches area, the Hendrix Farms Area, and Pine Tree area, covering approximately 3,235 acres. The Final SWMP recommended policies, strategies, and a prioritized and phased stormwater improvement program for current and future stormwater infrastructure needs. The SWMP included projected costs alternative funding mechanisms for each phase; review of existing permits for the water management districts that serve the City, as well as Broward County, South Florida Water Management District, North Springs Improvement District, and Pinetree Water Control District. The City of Parkland presented a unique and challenging master planning process, with its large estate lots, newer single-family home developments, the on-going development of the annexed "Wedge", possible future annexation of the Hendrix property, and the limited commercial development, much of which occurred on prior agricultural land. KEITH built upon the foundation of information by carefully taking into account past studies and models, data, permit conditions, and recently completed and ongoing projects. The SWMP established a policy framework, integrated resiliency, conducted vulnerability analysis, and provided a prioritized improvement program that ensures the integrity of the City's future is protected.

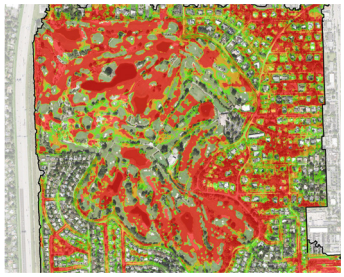
KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓Similar team working synergistically for a local Florida government
- ✓GIS Data for Critical Assets
- ✓Studies that leverage existing data to produce rapid and actionable results for planning efforts
- ✓Cost Alternative Funding Mechanisms

CITY OF PLANTATION ZONE 2 BASIN DRAINAGE STUDY

Client: City of Plantation **Year Completed:** Ongoing

Project Fee: $150,655.00



The KEITH Team is providing engineering services for the City of Plantation's Drainage Zone 2 to provide an evaluation of the existing stormwater system and develop a Capital Improvement Program (CIP) specifically for this Drainage Zone. The final product will be compiled in a Stormwater Master Plan (SWMP). KEITH will leverage its expertise in hydrology and hydraulics modeling to evaluate the overall existing stormwater system, identify potential areas at risk of flooding and evaluate future required stormwater system upgrades in order to improve the flood resiliency for the City and its residents. The proposed improvements prepared by KEITH will adhere to the federal, state and local regulations to meet water quality and quantity requirements. The final report will build upon past studies and models, data, permit conditions, and recently completed and ongoing initiatives. The culmination of the study's effort will be presented in a new SWMP that establishes a policy framework, integrates resiliency, conducts vulnerability analysis, and provides a prioritized improvement program that ensures the City's future is protected for the generations to come.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓Similar team working synergistically for a local Florida government
- ✓Hydrology and Hydraulics Modeling
- ✓Flood Resiliency and Prioritized Improvement Programs
- ✓Water quality, quantity, and natural systems

HALLANDALE BEACH VULNERABILITY ASSESSMENT

Client: City of Hallandale Beach **Year Completed:** Ongoing

Project Fee: $105,000.00



KEITH is providing the City of Hallandale Beach with a comprehensive Vulnerability Assessment for this KEITH Water project. The goal of this Vulnerability Assessment was to identify at-risk city assets by assessing their exposure and sensitivity and then prioritizing them with the help of City staff. As part of the report, the KEITH Team provided the Geographic Information System (GIS) files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the City as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S. The Project examined the exposure of the City's critical assets to high tide flooding, storm surge, and compound flooding, analyze those risks, and assisted city staff by providing information for any public led outreach efforts to discuss the results.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Similar team working synergistically for a local Florida government
- ✓ GIS Data for Critical Assets
- ✓ Coastal City Analyses
- ✓ Public Outreach

VULNERABILITY ASSESSMENT, RESILIENCE PLANNING, STORMWATER MASTER PLANNING, AND WATERSHED MASTER PLAN

Client: City of West Palm Beach **Year Completed:** 2021

Project Fee: $1,000,000+



The City of West Palm Beach tapped into the combined and synergistic talents of Collective Water Resources and CRS Max to assist with many aspects of CRS compliance, sustainability planning, vulnerability assessment, and adaptation. The planning effort began back in 2011, when the City had the vision to develop a holistic approach to stormwater master planning to assist with needs across several City Departments. Collective Water was the prime contractor for the stormwater master planning work and CRS Max provided ongoing CRS support since that time. The Stormwater Master Plan was one of the first municipal modeling efforts that studied climate change in the State of Florida via localized simulation of future flood conditions. Collective Water is currently adapting the Stormwater Master Plan and new data to create the City's compliant Watershed Master Plan. The City of West Palm Beach awarded contracts in excess of $1 million to this team for these various phases of sustainability planning between 2012-2024. This work is ongoing but various phases have been completed since 2018. The City received awards from the US Conference of Mayors and the Florida Stormwater Association for these projects – as well as two sizable grants. The City also increased their CRS Rating from a 6 to a 5 and saved constituents over $5 million annually in flood insurance premiums as a result of the Stormwater Master Plan.

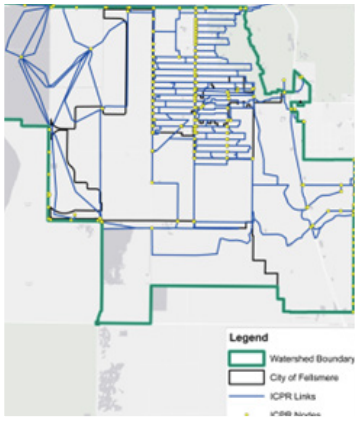
KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Similar team working synergistically for a local Florida government
- ✓ Studies that leverage existing data to produce rapid and actionable results for climate change planning efforts
- ✓ Sweeping development of adaptation strategies across several City departments and many of the City's systems
- ✓ Extensive use of various modeling platforms to aid in resilience planning
- ✓ Multiple scenarios
- ✓ Use of climate change as part of CIP planning process
- ✓ Urban and coastal analyses
- ✓ Water quality, quantity, and natural systems

FELLSMERE'S CITY-WIDE WATERSHED MASTER PLAN

Client: City of Fellsmere
Project Fee: $200,000

Year Completed: Ongoing



The City of Fellsmere conducted the City of Fellsmere Watershed Master Plan (WMP) under Community Rating System (CRS) Activity 450 – Stormwater Management Project (Project). Under the Project, data needed to develop the WMP as per CRS requirements for Activity 450 and perform the flood vulnerability assessment (VA), based on the requirements as defined in Section 380.093 Florida Statutes (F.S.), was collected and reviewed. The Plan will consist of adaptation strategies applicable to the rapid development of the City, informed by refined application of hydrologic and hydraulic models and model results produced and applied in future conditions modeling by and for the City. More specifically, Collective is providing model refinements of the 2014 Stormwater Master Plan model prepared by the City and efforts and overall approach to create multiple current and future scenarios. The model refinements targeted an improvement in the conceptual representation of the stormwater drainage system to better simulate localized drainage constraints and addition of canals. Using best available data, analyses were performed to identify the exposure to stormwater (also referred to as rainfall-induced) flooding. Stormwater flooding was analyzed for current conditions as well as two future time horizons: 2040, 2070. Additionally, stormwater exposure was analyzed for year 2100. Results were intersected with critical and regionally-significant assets with the City to evaluate sensitivity to flooding and prioritize assets as needing immediate, intermediate, or long-term needs based on current and potential future flooding impacts. Additionally, the WMP provides recommendations for future decision-making and mitigation.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Creation of a detailed H&H Model and GIS
- ✓ Completion of a compliant Vulnerability Assessment
- ✓ Creation of the City's Watershed Master Plan.

WATERSHED MASTER PLAN AND VULNERABILITY ASSESSMENT

Client: Town of Ponce Inlet
Project Fee: $123,000

Year Completed: 2024



The Town of Ponce Inlet conducted the Watershed Master Plan (WMP) under Community Rating System (CRS) Activity 450 – Stormwater Management Project. Under the Project, data needed to develop the WMP, as per CRS requirements for Activity 450 and perform the flood vulnerability assessment (VA), based on the requirements as defined in Section 380.093 Florida Statutes (F.S.), was collected and reviewed. Using best available data, analyses were performed to identify the exposure to four types of flooding: stormwater (also referred to as rainfall-induced), tidal, storm surge, and compound flooding (a hypothetical combined stormwater and storm surge) event. All flooding types were analyzed for current conditions as well as two future time horizons: 2040, 2070. Stormwater exposure was analyzed for year 2100. For future time horizons, two sea-level rise projections were evaluated: 2017 NOAA Intermediate-Low and Intermediate-High. Results were intersected with critical and regionally-significant assets with the Town to evaluate sensitivity to flooding and prioritize assets as needing immediate, intermediate, or long-term needs based on current and potential future flooding impacts. The WMP provides recommendations for future decision-making and mitigation. The plan was adopted by the Town Commission and is moving into an implementation phase.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Creation of a detailed H&H Model and GIS
- ✓ Completion of a compliant vulnerability assessment
- ✓ Creation of the Town's Watershed Master Plan.
- ✓ Town adoption of the Plan

CONTINUING CONSULTANT SERVICES FOR CRS

Client: Various Cities, Towns, and Villages **Year Completed:** Ongoing
Project Fee: varies annually

CRS Max has providing continuing consultant services to varies municipalities throughout South Florida. CRS Max worked together with the community to perform a multude of tasks. These tasks include the review current CRS programs, assisting staff with oversight of all activities pertaining to the City's CRS program, assisting with production and collection of all documentation for annual CRS recertification, assisting with Floodplain Management Plan annual progress report, facilitating Program for Public Information Committee meetings (if applicable), facilitating Floodplain Management Plan Committee meetings (if applicable), provide ongoing review of Elevation Certificates, providing continuing assistance concerning all matters pertaining to CRS, and interfacing with ISO/CRS Specialist as required. Services provided to:

- Boca Raton
- Cooper City
- Dania Beach
- Delray Beach
- Hallandale Beach
- Holmes Beach
- Indian Rocks Beach
- Jupiter
- Key Biscayne
- Lake Park
- Lake Worth Beach
- Largo
- Margate
- Miami Shores Village
- North Palm Beach
- Oakland Park
- Ocean Ridge
- Palm Beach County
- Pompano Beach
- Surfside
- Tequesta
- Wellington
- West Palm Beach

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Similar team working synergistically for a local Florida government
- ✓ CRS Program Recertification
- ✓ Floodplain Management

VERIFICATION VISIT SERVICES FOR CRS

Client: Various Cities, Towns, and Villages **Year Completed:** Ongoing

Project Fee: Varies per municipality

CRS Max provided verification visit services for several municipalities. The CRS Program entails a total of 19 distinct activities, each of which contains its own series of elements and sub elements. Each of the 19 activities is listed below. The CRS Program is ultimately the responsibility of each participating community. Due to the complexity of the program, however, consultant assistance can be beneficial to:

- Explain and clarify activity requirements
- Conduct research to assist in providing the required documentation
- Train staff as needed
- Provide optimal drafts for information dissemination and templates for recordkeeping
- Develop a Program for Public Information (PPI) Update
- Provide perspective that will aid in determining optimal use of resources
- Assure adequate documentation
- Provide quality control
- Interface with ISO/CRS Specialist as may be required
- Maximize the City's CRS score, which could result in enhancing the City's classification and the resulting insurance rate reductions for residents and businesses.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

- ✓ Similar team working synergistically for a local Florida government
- ✓ Maximizing CRS scores resulting in enhancing the City's Classification
- ✓ Flood Protection, Stormwater Management, Floodplain Mapping, Watning, and Responses
- ✓ Development of PPI

MODIFICATION SERVICES

Client: Miami Shores Village **Year Completed:** Ongoing
Project Fee: varies annually

CRS Max worked together with the Miami Shores Village to perform Modification Services. The involved the following tasks:

- Review and evaluate current CRS program
- Work together with staff to prepare for Modification:
  - Identify documentation requirements
  - Organize documentation
  - Interface with ISO/CRS Specialist as required
- Develop Program for Public Information (PPI) and draft PPI Report, in accordance with the latest CRS Coordinator's Manual
- Evaluate additional CRS program enhancements that may earn more points
- Coordinate with staff to ascertain which program enhancements would be most appropriate and effectual for the Village
- Provide guidance, coordination and assistance to staff to provide the documentation required to improve the Village's CRS classification.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

✓ Similar team working synergistically for a local Florida government
✓ Evauation and Modification of CRS Program to earn more points
✓ Dvelopment of PPI Report

CRS ANALYSIS SERVICES

Client: Various Cities, Towns, and Villages **Year Completed:** Ongoing

Project Fee: Varies per municipality

CRS Max worked together with Key Biscayne and Holmes Beach to evaluate their most recent Verification Visit scores in depth and develop a report proposing a basic plan to move forward toward each community's goal. This task includes subsequent discussions with staff and the determination of a consensus concerning how to move toward the next classification(s). The recommendation for an end goal will also be made.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

✓ Similar team working synergistically for a local Florida government
✓ Maximizing CRS scores resulting in enhancing the City's Classification
✓ Flood Protection, Stormwater Management, Floodplain Mapping, Watning, and Responses
✓ Verification Visit Scores

CLASS 4 PREREQUISITES CONSULTATION

Client: Various Cities, Towns, and Villages **Year Completed:** Ongoing

Project Fee: Varies per municipality

CRS Max is currently working with the City of West Palm Beach and Palm Beach County to assure that all Class 4 Prerequisities are met.

KEY PROJECT ELEMENTS AND ACHIEVEMENTS:

✓ Similar team working synergistically for a local Florida government
✓ Maximizing CRS scores resulting in enhancing the City's Classification
✓ Flood Protection, Stormwater Management, Floodplain Mapping, Watning, and Responses

SECTION 7.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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 Company complies fully with the above requirements.

Signature of Official: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
CRS System	CRS Max Consultants, Inc.	3331 NW 71ST ST., Coconut Creek, FL 33073	954.421.7794
Modeling/Water Shed Modeling	Collective Water Resources, LLC	250 S. Australian Ave, Suite 1110, West Palm Beach, FL 33401	561.779.3552

References

Page 7 of the RFQ makes mention that the Proposer must sign all forms under Section 7.0 including a reference form. The Village did not provide a specific form in this section for References. Please see our list of references below:

PARKLAND CITYWIDE STORMWATER MASTER PLAN

CLIENT CONTACT:
City of Parkland
Alexander Barr, PE - City Engineer
6600 University Drive
Parkland, FL 33067
abarr@cityofparkland.org
954.757.4184

CITY OF PLANTATION ZONE 2 BASIN DRAINAGE STUDY

CLIENT CONTACT:
City of Plantation
Samira Shalan, PE - City Engineer
400 Northwest 73rd Avenue,
Plantation, FL 33317
sshalan@plantation.org
954.757.2282

HALLANDALE BEACH VULNERABILITY ASSESSMENT

CLIENT CONTACT:
City of Hallandale Beach
Ryan Radmehr, ENV SP - Sustainability & Resiliency Officer
630 NW 2nd Street,
Hallandale Beach, FL 33009
Rradmehr@hallandalebeachfl.gov
954.457.1647

"In my years serving as a Director of Parks and Recreation agency's in both state and local government, I have found very few civil engineering companies that approach a client's interest like Keith and Associates. I have found them to be extremely practical, thorough and responsive in their planning and civil engineering work for Broward County Parks. What separates them from the typical engineering firm is their unusual devotion to the client relationship and desire to give back to the communities they live and work in. From a parks and environmental perspective, they are a step ahead of their peers in the industry."

Dan West, Director Broward Parks and Recreation Division

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Company warrants that it will not delegate or subcontract 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 proposal 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 Village 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: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Alex Lazowick, PE, PMP, ENV SP being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Keith and Associates, Inc., dba KEITH 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 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 Company 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): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

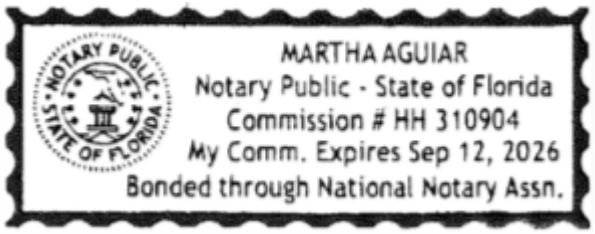
County of Miami-Dade

On this 12th day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Lazowick, PE, PMP, ENV SP 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

Martha Aguiar 11/12/2024

NOTARY PUBLIC, STATE OF FLORIDA



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 Alex Lazowick, PE, PMP, ENV SP

For Keith and Associates, Inc., dba KEITH

Whose business address is: 5805 Blue Lagoon Drive, Suite 218, Miami, FL 33407

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0806421

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company Name: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12th day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Lazowick, PE, PMP, ENV SP 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

Martha Aguiar 11/12/2024

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MARTHA AGUIAR
Notary Public - State of Florida
Commission # HH 310904
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

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: Alex Lazowick, PE, PMP, ENV SP - CEO/President

(print individual's name and title)

for: Keith and Associates, Inc., dba KEITH

(print name of entity submitting sworn statement)

whose business address is: 5805 Blue Lagoon Drive, Suite 218, Miami, FL 33407

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0806421

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 subcontractor, 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, and as any may be amended.

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 Next Page

Signature of Official: 

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

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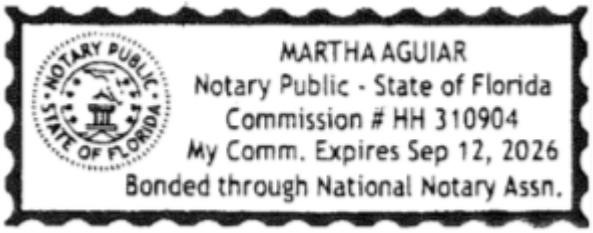
Martha Aguiar 11/12/2024

NOTARY PUBLIC, STATE OF FLORIDA



BUSINESS ENTITY AFFIDAVIT

Proposer 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 Proposer 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Alex Lazowick, PE, PMP, ENV SP 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:

65-0806421

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

Keith and Associates, Inc.

Name of Entity, Individual, Partners or Corporation

KEITH

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

5805 Blue Lagoon Drive, Suite 218, Miami, FL 33407

Street Address Suite Village State Zip Code

Continued Next Page

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
Dodie Keith-Lazowick, PLS	301 E. Atlantic Ave, Pompano Beach, 33060	51%
Alex Lazowick, PE, PMP, ENV SP	301 E. Atlantic Ave, Pompano Beach, 33060	49%
		%

2. The full legal names and business address of any other individual (other than subcontractors, 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): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

ACKNOWLEDGMENT

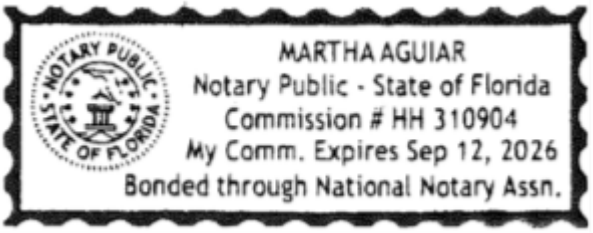
State of Florida

County of Miami-Dade

On this 12th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Lazowick, PE, PMP, ENV SP 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

Martha Aguiar 11/12/2024
NOTARY PUBLIC, STATE OF FLORIDA



ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Keith and Associates, Inc., dba KEITH Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Community Rating Systems (CRS), RFQ# 2025-00-001, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : CRS Max Consultants, Inc. and Collective Water Resources, LLC (Subcontractor's Names) to comply with such act or regulation.

Signature of Official: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company Name: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12th day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Lazowick, PE, PMP, ENV SP 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

Martha Aguiar 11/12/2024
NOTARY PUBLIC, STATE OF FLORIDA

MARTHA AGUIAR
Notary Public - State of Florida
Commission # HH 310904
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

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 proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Keith and Associates, Inc., dba KEITH 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: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company Name: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12th day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Lazowick, PE, PMP, ENV SP 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

Martha Aguiar 11/12/2024
NOTARY PUBLIC, STATE OF FLORIDA

MARTHA AGUIAR
Notary Public - State of Florida
Commission # HH 310904
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer 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. KEITH nor any of its officers or employees have ever been disqualified, removed, or prevented from bidding on or completing a federal, state, or local government project because of a violation of the law, a safety regulation, or for any other reason.

Executed on November 11, 2024 at 5805 Blue Lagoon Drive, Suite 218, Miami, FL 33126 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Alex Lazowick

Name (typed): Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Company Name: Keith and Associates, Inc., dba KEITH

Date: 11/12/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Alex Lazowick, PE, PMP, ENV SP (the individual attesting below), being duly authorized by and on behalf of Keith and Associates, Inc., dba KEITH (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5) and in Chapter 448.095 F.S., and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a) and on section 448.095 F.S., and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 12th day of November, 2024.

Alex Lazowick

Signature of Affiant

Print or Type Name: Alex Lazowick, PE, PMP, ENV SP

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 12th day of November, 20 24.

My Commission Expires: 09/12/2026

Martha Aguiar 11/12/2024

Notary Public



NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Signature:  Date: 11/12/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Keith and Associates, Inc., dba KEITH ("**Company**")

Vendor FEIN: 65-0806421

Address 5805 Blue Lagoon Drive, Suite 218

City: Miami State: FL Zip: 33126

Phone number: 305.667.5474 Email Address: ALazowick@KEITHteam.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Alex Lazowick, PE, PMP, ENV SP

Title: CEO/President

Signature:  Date: 11/12/2024

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Keith and Associates, Inc

2 Business name/disregarded entity name, if different from above.

dba KEITH

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

301 East Atlantic Boulevard

Requester's name and address (optional)

6 City, state, and ZIP code

Pompano Beach, FL 33060

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

6	5	–	0	8	0	6	4	2	1

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 for Part II, later.

Sign Here | **Signature of U.S. person** Alex Lazowick | **Date** 6/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2024

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	CONTACT NAME:	
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext):	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.Certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KEITH & Associates, Inc., dba Keith 301 East Atlantic Blvd Pompano FL 33060	INSURER A : Transportation Insurance Company	20494
	INSURER B : The Continental Casualty Company	20443
	INSURER C : The Continental Insurance Company	35289
	INSURER D : National Fire Insurance Company of Hartford	20478
	INSURER E : Arch Insurance Company	11150
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL/BA/WC/Umb/Prof **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7036722272	02/19/2024	02/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7036722417	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			7036722286	02/19/2024	02/19/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC736723311	02/19/2024	02/19/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability/Pollution Liability			CPP006493604	02/19/2024	02/19/2025	Per Claim Aggregate	2,000,000 6,000,000

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

CERTIFICATE HOLDER

Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	KEITH & Associates, Inc., dba Keith
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CYBER LIABILITY
Carrier: Arch Specialty Insurance Company NAIC #21199
Policy #: C4LPX232023CYBER2024
Effective Date: 02/19/2024 – 02/19/2025
Limit: $1,000,000 / Retention: $5,000

EMPLOYMENT PRACTICES LIABILITY
Carrier: Zurich American Insurance Company
NAIC #16535
Policy #: MPL08596801
Effective Date: 02/19/2024 – 02/19/2025
Limit: $1,000,000 EPLI/$1,000,000 Additional Limit for Defense Cost/ Retention: $25,000

FOREIGN LIABILITY
Carrier: The Continental Insurance Company
NAIC #35289
Policy #: PST734913788
Effective Date: 02/19/2024 – 02/19/2025

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Litigation

Keith and Associates, Inc., dba KEITH

- In 2023, KEITH was named as a third-party defendant in a case. No. CACE23012494 Circuit of the 17th Judicial Court in and for Broward County, Florida. Case between a client of ours and a local resident. This case is pending.
- In 2021, KEITH was named as a third-party defendant in a case. No. CACE21007979 Circuit of the 17th Judicial Court in and for Broward County, Florida. Case between a client of ours and a group of residents. This case is pending.

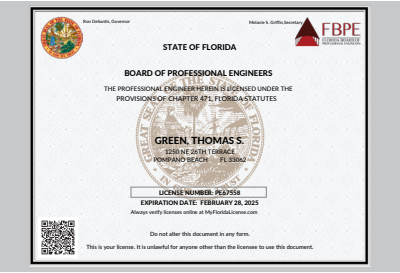
CRS Max Consultants, Inc.

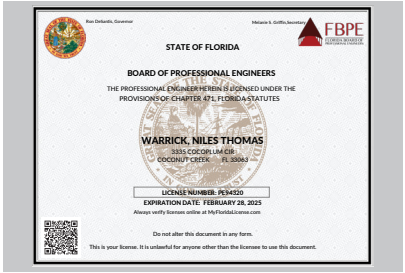
CRS Max Consultants, Inc., does not have any current or pending litigation in the last 3 years.

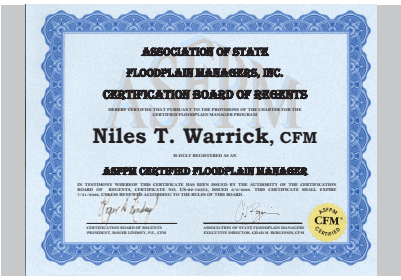
Collective Water Resources, LLC

Collective Water Resources, LLC, does not have any current or pending litigation in the last 3 years.

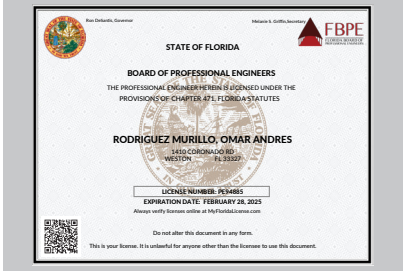
Personnel Licenses

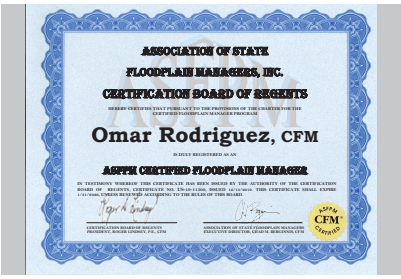




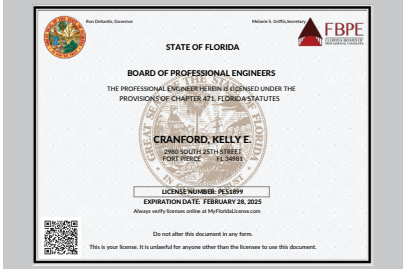




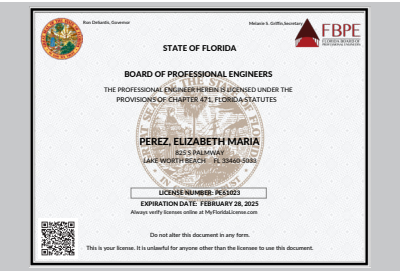


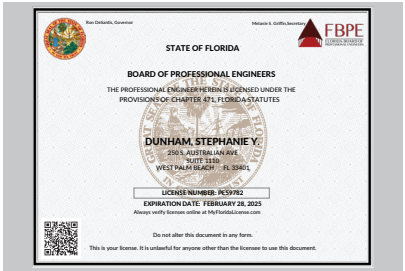












Business Licenses

KEITH

State of Florida
Department of State

I certify from the records of this office that KEITH AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 20, 1998, effective January 16, 1998.

The document number of this corporation is P98000006011.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, 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 Twentieth day of February, 2024

Secretary of State

Tracking Number: 1374073779CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

LICENSEE DETAILS

Licensee Information

Name:	KEITH AND ASSOCIATES, INC. (Primary Name)
Main Address:	301 EAST ATLANTIC BOULEVARD POMPANO BEACH Florida 33060
County:	BROWARD

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	7928
Status:	Current
Licensure Date:	04/03/1998
Expires:	

Special Qualifications	Qualification Effective

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7084023 — RECEIPT NO. RENEWAL 7361900

BUSINESS NAME/LOCATION
WILLIAMS STEPHEN DONALD PE
5805 BLUE LAGOON DR STE 218
MIAMI, FL 33126-2053

EXPIRES SEPTEMBER 30, 2025
Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

OWNER
WILLIAMS STEPHEN DONALD PE
C/O KEITH AND ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
32090 PE

PAYMENT RECEIVED BY TAX COLLECTOR
100.00 07/23/2024
INT-24-445934

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

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

6673660 — RECEIPT NO. RENEWAL 6945894

BUSINESS NAME/LOCATION
KEITH AND ASSOCIATES INC
5805 BLUE LAGOON DR STE 218
MIAMI, FL 33126-2053

EXPIRES SEPTEMBER 30, 2025
Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

OWNER
KEITH AND ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
Employee(s) 3
LC26000457

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 07/23/2024
INT-24-445934

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

Collective WATER RESOURCES

LICENSEE DETAILS

9:42:58 AM 11/15/2024

Licensee Information

Name:	COLLECTIVE WATER RESOURCES, LLC (Primary Name)
Main Address:	250 S AUSTRALIAN AVE SUITE 1110 WEST PALM BEACH Florida 33401
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	29981
Status:	Current
Licensure Date:	07/31/2012
Expires:	

Special Qualifications	Qualification Effective

CRS Max

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06000129205

Entity Name: CRS MAX CONSULTANTS, INC.

Current Principal Place of Business:
3331 NW 71ST ST.
COCONUT CREEK, FL 33073

Current Mailing Address:
3331 NW 71ST ST.
COCONUT CREEK, FL 33073

FEI Number: 20-5696057

Name and Address of Current Registered Agent:
KING, CATHY L
3331 NW 71ST ST.
COCONUT CREEK, FL 33073 US

FILED
Mar 02, 2024
Secretary of State
0060048311CC

Certificate of Status Desired: Yes

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	KING, CATHY L	Name	KING III, EARL S
Address	3331 NW 71ST ST	Address	3331 NW 71ST ST.
City-State-Zip:	COCONUT CREEK FL 33073	City-State-Zip:	COCONUT CREEK FL 33073

ADDENDUM NO. 1

Date: October 17th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Qualifications No. 2025-00-001
Community Rating System (CRS)

This Addendum forms part of the Request for Qualifications (RFQ) Package originally advertised on October 15th, 2024, and with an original proposal opening date of November 15th, 2024, with any amendments and/or additions noted below.

*Please be advised that the **RFQ dates listed in Section 6 "Schedule of Events" on page 17 have been updated** and the new RFQ dates are listed below:*

Proposal Phase	Date	Location	Time (If Applicable)
RFQ is advertised and issued by Village	Thursday, October 17th, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Wednesday, October 30th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	3:00 p.m.
Last day to Submit Questions	Tuesday, November 5th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, November 6th, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, November 18th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

If you have any questions, please feel free to contact the Procurement Division at abencomo@palmettobay-fl.gov or at 305-259-1289.

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFQ No: 2025-00-001

Title: Community Rating System (CRS)

Name of Company Keith and Associates, Inc., dba KEITH

Date Addendum Received 10/17/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Alex Lazowick, PE, PMP, ENV SP

Signature Alex Lazowick

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

ADDENDUM NO. 2

Date: November 6th, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Qualifications No. 2025-00-001
Community Rating System (CRS)

This Addendum forms part of the Request for Qualifications (RFQ) Package advertised on October 17th, 2024, and with a proposal opening date of November 18th, 2024, with any amendments and/or additions noted below.

Question No. 1: What is the current CRS rating for the Village? Is it a 5?

Response: *Yes, the Village's current CRS rating is a 5.*

Question No. 2: Did the Village have a previous Consultant help with these services?

Response: *Yes, the Village contracted The Corradino Group but WSP USA Environmental and Infrastructure, Inc. were subcontracted through Corradino.*

Question No. 3: Does the Village have a budget?

Response: *The Village's budget is Fifty Thousand Dollars and Zero Cents ($50,000.00) and the contract will be renewed on an annual basis.*

Question No. 4: Does the Village have a specific date that these services must be completed by?

Response: *The Village would preferably like to have these services completed by 2025. Please be advised that the Village does not have a grant associated with this project.*

Question No. 5: Is there a report that shows the Village's current CRS Classification from an 8 to 5?

Response: *Yes, the Village has a letter that states the rating from 8 to 7 and from 7 to 5.*

Question No. 6: Was there a public meeting where these findings were presented to the Village Council?

Response: *Yes, there are multiple meetings where the Village Council were informed of these updates. The most recent meetings can be found in the January 2024 and February 2024 Council Meeting.*

Question No. 7: Are there any Council Members that are championing this project? Is there a board that specifically discusses the CRS?

Response: *The Village is not at liberty to discuss political views of or with any Councilmember.*

Question No. 8: What is the deadline for the Program for Public Information (PPI) and Flood Management Plan (FMP) report?

Response: *The PPI must be completed on a yearly basis and the FMP on a quarterly basis.*

Question No. 9: The Evaluation Criteria mentions a technical approach is required and worth 30 points. However, Section 5.0: Required RFQ Submittal Format does not have a Tab for the approach. Where does the Village wish for this to be placed?

Response: *As mentioned in the RFQ on page 16, "Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation". The criteria will be based on the entire proposal the Proposer provides to the Village.*

Question No. 10: Has the Village completed a watershed modeling system?

Response: *Please be advised that the Village does not currently have a Watershed Management Plan. The Village currently has a Stormwater Management Plan (needs updating), Substantial Damage Plan, Repetitive Loss Area Analysis, Natural Floodplain Functions Plan, Floodplain Management Plan and a Program for Public Information.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of RFQ No: 2025-00-001

Title: Community Rating System (CRS)

Name of Company Keith and Associates, Inc., dba KEITH

Date Addendum Received 11/06/2024

Total Pages of Addendum including Acknowledgement 3

Print Name Alex Lazowick, PE, PMP, ENV SP

Signature Alex Lazowick

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

Checking the Boxes

KEITH has covered every requirement of the evaluation criteria.

NO	EVALUATION CRITERIA	COVERED	PAGE
1	**Evaluation Criteria No 1: Project Team Qualifications & Experience** This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.	✓	6-24
2	**Evaluation Criteria No 2: Project Team Technical Approach** This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.	✓	02-24

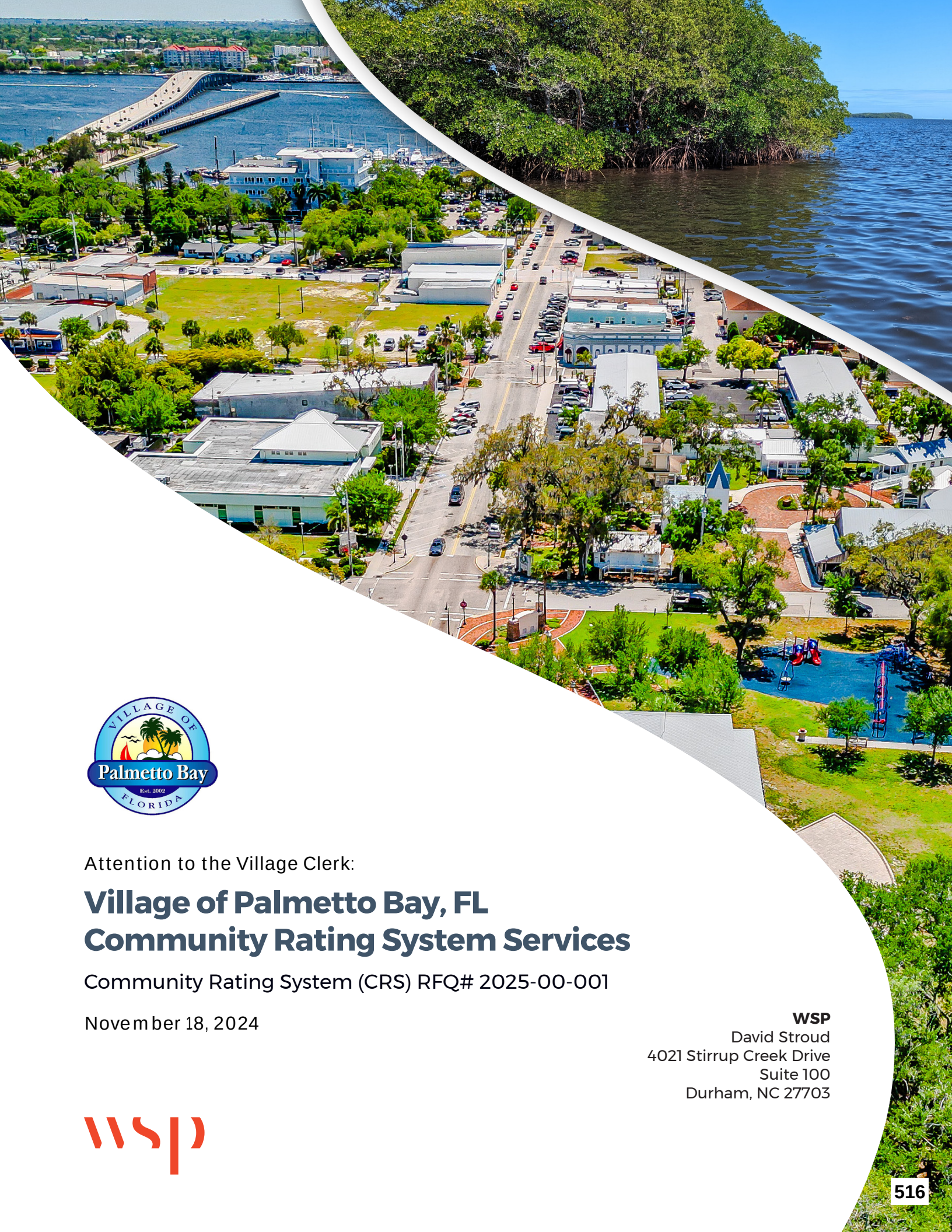


KEITH

ALEX LAZOWICK, PE, PMP, ENV SP

MIAMI-DADE COUNTY
5805 Blue Lagoon Drive
Suite 218
Miami, FL 33126
305-667-5474

www.KEITHteam.com



Attention to the Village Clerk:

Village of Palmetto Bay, FL
Community Rating System Services

Community Rating System (CRS) RFQ# 2025-00-001

November 18, 2024

WSP
David Stroud
4021 Stirrup Creek Drive
Suite 100
Durham, NC 27703



LETTER OF INTENT

November 18, 2024

Village of Palmetto Bay
Ms. Missy Arocha, Village Clerk
9705 East Hibiscus Street
Palmetto Bay, FL 33157

RE: RFQ# 2025-00-001 Community Rating System (CRS)

Dear Ms. Arocha:

WSP USA Environment & Infrastructure Inc. (WSP), is pleased to submit our qualifications for providing Community Rating System (CRS) program services to meet the Village of Palmetto Bay's CRS program needs and goals for classification improvement as outlined in the Village's Request for Qualifications. WSP is pleased that Palmetto Bay recognizes the importance of CRS program participation to ensure residents and businesses are protected and to help reduce the cost of flood insurance. As such, we have prepared a response to the Request for Qualifications demonstrating our expertise and ability to review of the Village's current CRS program, identify ways to improve to at least a Classification 4, assist in the Village's annual CRS recertification, and prepare for a CRS modification visit.

Our capable team is immediately available to assist the Village of Palmetto Bay in lowering the Village's CRS classification to a classification 4 or better under the guidance of the 2017 CRS Coordinator's Manual and the 2021 CRS Addendum. WSP is extremely familiar with the 2017 CRS Coordinator's Manual, the changes made in the 2021 Addendum, and the impact these changes have on local programs; WSP was involved in the development of both the 2017 Manual and the 2021 Addendum. As such, we are uniquely qualified to approach the work with a full understanding of the complete CRS Program and help the Village of Palmetto Bay achieve their class improvement objective.

Additionally, WSP is well versed in Palmetto Bay's current CRS program and has been providing CRS Program assistance to the Village since 2021. As part of these services, WSP assisted Palmetto Bay in achieving a CRS classification improvement from a Class 8 to a Class 7 and is currently supporting the Village's two-class modification to a Class 5. This WSP team prepared the current Floodplain Management Plan, Repetitive Loss Area Analysis, Program for Public Information, Natural Floodplain Functions Plan, and Substantial Damage Management Plan, among a variety of other activities, programs, and associated documentation, which supported the Village's CRS improvement.

Experienced leadership and a skilled team will prove valuable in this effort. WSP offers the following strengths in support of successful CRS program implementation and classification improvement:

- **Experienced Project Management:** David Stroud, CFM has 15 years of project management experience across a variety of projects. Mr. Stroud will be responsible for ensuring the work schedule and tasks are completed to the Village of Palmetto Bay's satisfaction. David has worked on numerous CRS projects and has the insight to provide ISO with the correct documentation in an organized and timely manner.
- **CRS Program Experience:** David Stroud has over 30 years of CRS experience and 18 years of working directly for the Insurance Services Office (ISO) and the CRS Program. No other firm has both the inside and outside CRS experience as WSP. With WSP, Mr. Stroud has continued to consult with FEMA and the CRS Program for the last 10 years and has assisted in the development of the 2007, 2013, and 2017 CRS Coordinator's Manuals and the 2021 Addendum. Additionally, over the past 15 years WSP has been assisting communities with applying to the CRS program, improving their classifications, and completing recertifications, modifications, and cycle verification visits. Our

assistance includes working with cities and counties with complex programs, large flood insurance policy bases, and high CRS classifications on all activities and elements of the CRS program.

- **Commitment to Quality:** WSP's relationships with our clients are based on outstanding performance and service. This leads us to a high level of repeat clients and the opportunity to provide a variety of additional services. The WSP team's priority is to provide quality services and deliverables to our clients. We make sure our projects receive a comprehensive quality compliance review through one of our Quality Assurance and Quality Control (QA/QC) managers. Our QA/QC Program has contributed to fewer comments and changes requested from ISO reviews.

Our Project Manager, David Stroud, and the rest of the WSP team's CRS experience sets WSP apart from all other firms and will provide Palmetto Bay with the expertise needed to achieve a CRS classification improvement. Mr. Stroud will serve as your point-of-contact throughout the project. He can be contacted as follows:

David Stroud, CFM
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703
Tel (919) 325-6497
Email: david.stroud@wsp.com

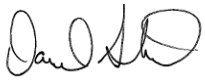
Our experienced team is nationally recognized with a great reputation in providing communities with the latest guidance, information, and tools to implement and manage CRS program activities. The collective expertise and involvement of our staff will deliver sound recommendations in the CRS program and produce high-quality CRS services through an efficient review and update of the Village's existing program. We look forward to the opportunity to discuss our qualifications and interest in the project in greater detail.

Sincerely,

WSP USA Environment & Infrastructure Inc.



Amy Crowley, PE, PMP, CFM
Water Service Line Lead



David Stroud, CFM
Project Manager



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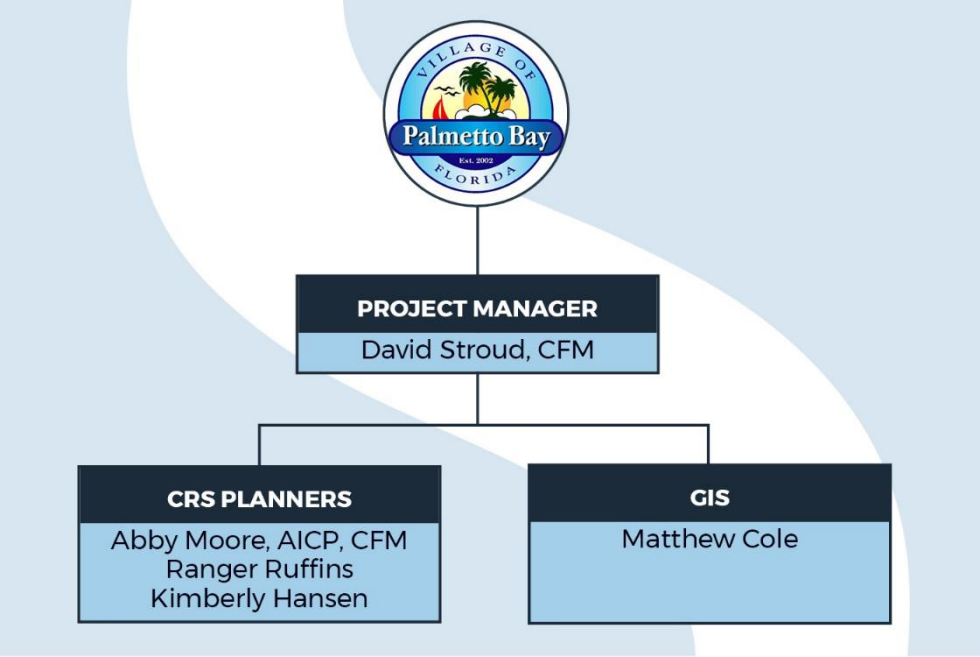
ORGANIZATIONAL CHART

3 ORGANIZATIONAL CHART

WSP USA Environment & Infrastructure Inc. (WSP) believes that project success hinges on the qualifications and expertise of the project team. Our team consists of professionals with extensive experience, skills, and abilities who are readily capable of meeting project requirements. On a day-to-day basis, our Project Manager, David Stroud, will be responsible for the coordination and timely completion of work associated with this project.

The WSP team proposed to work on the Village of Palmetto Bay Community Rating System (CRS) program has a successful history of working together on numerous successful CRS projects, including multiple projects for the Village of Palmetto Bay. Over the last several years, our Hazard Mitigation Program staff has remained relatively unchanged. Our team has demonstrated success in working together, and this teamwork will be evident as we assist the Village of Palmetto Bay with the CRS program review and project updates for CRS class improvement.

Our project manager and planning and GIS staff work out of our Durham, NC office. The organizational chart below indicates the WSP staff proposed for this project and indicates the intended role and responsibilities for proposed project staff. All staff are immediately available to help complete the project goals.





RESUMES

4 RESUMES

DAVID A. STROUD, CFM
PROJECT MANAGER

Professional registrations

Certified Floodplain Manager, No. NC. US-00-00065

Professional associations

Association of State Floodplain Managers

American Planning Association & North Carolina Chapter

Natural Hazards Mitigation Association – on Planning Committee

Florida Floodplain Manager's Association

North Carolina Association of Floodplain Managers

FEMA Region IV HAZUS Users Group

CAREER SUMMARY

Mr. Stroud has over 30 years of experience as a floodplain manger and hazard mitigation planner. His expertise includes developing hazard mitigation plans and reviewing and scoring plans for FEMA. Mr. Stroud worked for the Insurance Services Office (ISO) on behalf or FEMA's CRS Program as the lead hazard mitigation planner and Flood Training Coordinator for 18 years. He assisted in the development of the 2007, 2013, and 2017 CRS Coordinator's Manuals, and the 2021 CRS Addendum. He has worked directly with FEMA Headquarters staff in crafting the local multi-hazard mitigation planning guidance to align with the CRS 10-Step Planning criteria including the five-year update guidance (Blue Book). Mr. Stroud has significant experience with the minimum regulations of the National Flood Insurance Program (NFIP), FEMA grant programs and FEMA's Repetitive Loss Program. He works with communities, states, and FEMA Regional offices on all aspects of hazard mitigation planning and the CRS Program. With ISO, he was responsible for internal staff training on the CRS Program, Hazard Mitigation Planning and Repetitive Loss and taught week-long classes on the CRS at FEMA's Emergency Management Institute (EMI). Over the years, he has provided numerous planning and CRS workshops by invitation from states, FEMA Regional Offices, and various state floodplain associations.

EDUCATION

A.S. Architectural Drafting, Vincennes University	1983
B.S. Urban and Regional Studies, Ball State University	1985
M.U.R.P. Urban and Regional Planning, Ball State University	1990

PROFESSIONAL EXPERIENCE

- **Floodplain Management Plan, Repetitive Loss Area Analysis, Floodplain Species Assessment, Substantial Damage Plan and Program for Public Information for the Village of Palmetto Bay, FL.** Mr. Stroud served as the project manager for the development of a CRS compliant floodplain management plan, repetitive loss area analysis, floodplain species assessment and substantial damage plan under Activity 510 and a program for public information and flood insurance assessment under activities 330 and 370. The floodplain management plan was the highest scoring plan in the CRS program history. These plans were completed on time and within budget.
- **Cutler Bay CRS Program Improvement, Cutler Bay, FL:** Mr. Stroud served as the Project Manager for Cutler Bay's CRS Cycle Verification Visit. Mr. Stroud worked with community staff to develop all documentation to be in compliance with the 2017 CRS Coordinator's Manual and 2021 CRS Addendum. The documentation included a Program for Public Information (PPI), Repetitive Loss Area Analysis (RLAA) and a Floodplain Management Plan (FMP). All documentation was submitted to ISO in electronic format. Cutler Bay moved from a CRS Class 4 to a CRS Class 3 saving flood insurance policy holders on average $338 per year and collectively over 2.3 million per year.

- **Floodplain Management Plan, Repetitive Loss Area Analysis and Program for Public Information and Flood Insurance Assessment for Orange County, FL.** Mr. Stroud served as the project manager for the development of a CRS compliant floodplain management plan, repetitive loss area analysis under Activity 510 and a program for public information under Activity 330. These plans were all completed in 2018 and allowed Orange County to receive a CRS Class 5. All 3 plans were again updated in 2022/2023 for the 5-year update. These plans were completed on time and within budget.

- **Cutler Bay Floodplain Mitigation Plan, Repetitive Loss Area Analysis, Program for Public Information and Flood Insurance Assessment for Cutler Bay, FL.** Mr. Stroud served as the Project Manager on the development of a CRS compliant Floodplain Mitigation Plan, repetitive loss area analysis, program for public information and flood insurance assessment for the Town of Cutler Bay, FL. The floodplain mitigation plan followed both the Disaster Mitigation Act (DMA) and CRS Planning requirements. WSP developed the original floodplain mitigation plan in 2016, updated that plan in 2021 and were selected to update the plan in 2025. WSP also updated the repetitive loss area analysis, program for public information and flood insurance assessment in 2021 and again in 2024-2025.

- **CRS Program Assistance for Henrico County, VA, 2023.** Mr. Stroud oversaw the coordination of CRS activities for the County. Under Mr. Stroud's guidance, the planning team helped the County prepare an application for the CRS program and completed a PPI, flood insurance assessment, documentation for open space and higher standards credit, a flood warning response plan, and more. Mr. Stroud completed work on the 300, 400, 500 and 600 series for credit that resulted in a CRS classification 5 and 25% reduction in flood insurance premiums throughout the County.

- **Flood Mitigation Plan, Repetitive Loss Area Analysis and Natural Floodplain Functions Plan for the City of Savannah, GA.** Mr. Stroud served as the project manager in the development of a CRS and DMA qualified flood mitigation plan which included a repetitive loss area analysis and a natural floodplain functions plan. The plan identified flood hazards, assessed flood risk, and provided mitigation actions for the City. This project prioritized a list of floodplain management activities to improve Savannah's CRS Rating.

- **Floodplain Management Plan, Repetitive Loss Area Analysis and Natural Floodplain Functions Plan for Chatham County, GA.** Served as the Project Manager for Chatham County's CRS-compliant Activity 510 Floodplain Management Plan. Additionally, Mr. Stroud oversaw the development of the County's Natural Floodplain Functions Plan (NFP) and the Repetitive Loss Area Analysis (RLAA).

- **Community Rating System (CRS) Plan Review, FEMA/ISO, Washington, DC:** Current contract with FEMA's CRS Program to provide plan review support for local mitigation plans submitted under the CRS Program. The review process follows FEMA's Local Multi-Hazard Mitigation Planning Requirements (44 CFR 201.6) and FEMA's CRS 10 CRS Planning Steps and those creditable elements under each CRS planning Steps. The review also ensures that the plans meet the minimum requirements for addressing repetitive loss properties. Under this contract, Mr. Stroud provides ongoing technical support to the FEMA's CRS Program.

ABIGAIL MOORE, AICP, CFM
SENIOR PLANNER

Professional registrations

American Institute of Certified Planners, #34299

Certified Floodplain Manager #NC-19-0767

Professional associations

American Planning Association (APA)

North Carolina Chapter of the American Planning Association (NCAPA)

APA Hazard Mitigation and Disaster Recovery Planning Division

APA Women & Planning Division

CAREER SUMMARY

Ms. Moore is a senior mitigation planner with expertise in hazard risk assessment, floodplain management, climate change adaptation and resilience, project management, and community planning and development. Ms. Moore earned a Master's degree in City and Regional Planning specializing in land use, environmental planning, natural hazards resilience, and disaster recovery. She has working knowledge of the requirements of the Disaster Mitigation Act, the National Flood Insurance Program (NFIP), and the NFIP's Community Rating System (CRS). Ms. Moore is skilled in research, data collection and analysis, risk and vulnerability assessment, mitigation strategy development, stakeholder and public engagement, and facilitation. She has provided technical assistance in the development of hazard mitigation plans, floodplain management plans, and CRS support services for local government, state government, and university clients and provides direct hazard mitigation and floodplain management support to multiple FEMA regions.

EDUCATION

B.A., Urban Studies, University of Pittsburgh	2012
MCRP, City & Regional Planning, University of North Carolina Chapel Hill	2017

PROFESSIONAL EXPERIENCE

- **Floodplain Management Plan, Repetitive Loss Area Analysis, Floodplain Species Assessment, Substantial Damage Plan and Program for Public Information for the Village of Palmetto Bay, FL. 2022.** Ms. Moore served as senior planner for the development of a CRS-compliant floodplain management plan, repetitive loss area analysis, floodplain species assessment and substantial damage plan under Activity 510 and a program for public information and flood insurance assessment under Activities 330 and 370. The floodplain management plan was the highest scoring plan in the CRS program history.
- **Floodplain Management Plan, Repetitive Loss Area Analysis, and Program for Public Information, Orange County, FL. 2017 and 2023**. Ms. Moore supported the planning process, including creation of public outreach and engagement materials, and developed the risk assessment, capability assessment, and mitigation strategy components of the original Floodplain Management Plan and the current five-year update. She also assisted with development of a CRS-compliant Program for Public Information and Repetitive Loss Area Analysis.
- **Floodplain Management Plan, Repetitive Loss Area Analysis, Program for Public Information and Flood Insurance Assessment for Town of Cutler Bay, FL. 2016 and 2020.** Ms. Moore supported the planning process, risk assessment, and mitigation strategy components of the original plans and the five-year updates, including development of public outreach and engagement materials, preparation of the risk and vulnerability assessment, mitigation action development, and repetitive loss area ID and analysis.
- **CRS Program Assistance for Henrico County, VA, 2023.** Ms. Moore worked on several CRS activities for the County. She helped the County prepare an application for the CRS program and supported work on multiple CRS activities. Ms. Moore completed work on the 300, 400, 500 and 600 series for credit that resulted in a CRS classification 5 and 25% reduction in flood insurance premiums throughout the County.

- **Repetitive Loss Area Analysis for Glynn County, GA. 2024.** Ms. Moore led the development of the County's RLAA update. She worked with the County to retrieve updated data and coordinated with both the County's and WSP's GIS teams to establish new repetitive loss areas. She oversaw the development of the final RLAA report.
- **Floodplain Management Plan and Repetitive Loss Area Analysis for Chatham County, GA. 2018 and 2023.** Ms. Moore prepared and facilitated planning meetings, developed public outreach and engagement materials, assessed risk and vulnerability, and developed mitigation alternatives. She also supported the analysis of repetitive loss areas, identification of mitigation measures, and preparation of the RLAA report.
- **Floodplain Management Plan and Repetitive Loss Area Analysis for the Town of Morehead City, NC. 2017 and 2022.** Ms. Moore supported development for the Town's original FMP and five-year update. Additionally, Ms. Moore led the development of a RLAA, including field data collection and report preparation, and assisted in the development of a CRS-compliant PPI. The 2022 FMP enabled the Town to apply for and receive over $2 million in grant funding for flood hazard mitigation.
- **Town of Miami Lakes CRS Program Services, Miami Lakes, Florida. 2018.** Ms. Moore developed a CRS-compliant Program for Public Information, including providing planning process support, research and development of flood hazard analysis and flood insurance assessment, and creation of outreach strategies. She also supported development of a CRS-compliant Repetitive Loss Area Analysis, including compilation and evaluation of data from site assessments and development of recommended mitigation strategies.
- **City of South Miami CRS Program Services, South Miami, Florida. 2018.** Ms. Moore developed a CRS-compliant Program for Public Information and Repetitive Loss Area Analysis for the City including creating targeted outreach strategies for the PPI and recommended mitigation actions for the RLAA. She also supported CRS class improvement through the development of additional public information and flood damage reduction activities.
- **City of Beaufort CRS Program Services, Beaufort, South Carolina. 2017-2018.** Ms. Moore developed a CRS-compliant Program for Public Information and supporting CRS class improvement through identification and documentation of qualifying public information and flood damage reduction activities.
- **CRS Program Services, City of Doral, FL. 2017-2018.** Ms. Moore assessed current and potential CRS program credits and created a plan for class improvement, which was used to create a scope of services with the City. Based on this initial assessment, she supported the development of a CRS-compliant Program for Public Information and Repetitive Loss Area Analysis, and provided additional CRS class improvement support through the development of additional public information and flood damage reduction activities.
- **CRS Program Work (2016-2024).** Ms. Moore has supported CRS Program Improvement activities for numerous clients throughout North Carolina, South Carolina, Georgia, Florida, Virginia, Maryland, Texas, New Mexico and Denver to support CRS Verification Visits, Recertifications, Modifications, and preparation for CRS program entry. Her work has included reviewing Elevation Certificates, developing drainage maintenance Standard Operating Procedures, identifying and mapping open space for Activity 450, drafting ordinance revisions for Activity 430, preparing Activity 330 outreach materials and developing Programs for Public Information, conducting field work and preparing Activity 510 Repetitive Loss Area Analyses, evaluating flood damage prevention ordinance higher standards, and other associated services.

RANGER RUFFINS
PLANNER

Professional associations

American Planning Association (APA)

North Carolina Chapter of the American Planning Association (NCAPA)

APA Hazard Mitigation and Disaster Recovery Planning Division

CAREER SUMMARY

Ms. Ruffins is a planner with experience in hazard mitigation and floodplain management planning, resilience planning, and the CRS program. Ms. Ruffins recently earned her Master's in City and Regional Planning; her research focused on challenges and drivers of inequity in resilience planning and how to identify opportunities for equitable resilience. With WSP, Ms. Ruffins has worked on numerous hazard mitigation plans; and has a working knowledge of DMA requirements, the NFIP, and the CRS program. Ms. Ruffins is skilled in GIS, data collection and research as it relates to hazards and resilience, and community engagement and meeting facilitation.

EDUCATION

B.A., Environmental Studies, University of North Carolina Chapel Hill	2016
MCRP, City & Regional Planning, University of North Carolina Chapel Hill	2021

PROFESSIONAL EXPERIENCE

- **Floodplain Management Plan for Village of Palmetto Bay, FL. 2022.** Ms. Ruffins supported the planning process, risk assessment, and mitigation strategy components of this FMP, including development of public outreach and engagement materials, goal-setting assistance, research and preparation of the risk and vulnerability assessment, and mitigation action prioritization. The FMP evaluated costal hazards like sea-level rise, coastal erosion, hurricane and tropical storms, and other flood hazards.
- **Floodplain Management Plan and Repetitive Loss Area Analysis for Orange County, FL. 2023.** Ms. Ruffins has supported the planning process, risk assessment, and mitigation strategy components of this FMP. The FMP evaluated costal hazards like sea-level rise, coastal erosion, hurricane and tropical storms, and other flood hazards. In addition to plan development, Ms. Ruffins will work with the GIS on the development of the Repetitive Loss Area Analysis for the County.
- **Repetitive Loss Area Analysis for Collier County, FL. 2024 - ongoing**. Ms. Ruffins is currently working with on County's RLAA update. She is working with WSP's GIS teams to review current RL data and evaluate the most recent topographic data and flood hazard data to establish new repetitive loss areas. She will also prepare the final RLAA report.
- **CRS Program Assistance for Henrico County, VA, 2023.** Ms. Ruffins supported work on multiple CRS activities. She completed work on the 300, 400, 500 and 600 series for credit that resulted in a CRS classification 5 and 25% reduction in flood insurance premiums throughout the County.
- **Floodplain Management Plan and Repetitive Loss Area Analysis for Chatham County, GA. 2023.** Ms. Ruffins prepared and facilitated planning meetings, developed public outreach and engagement materials, assessed risk and vulnerability, and developed mitigation alternatives. She also supported the analysis of repetitive loss areas, identification of mitigation measures, and preparation of the RLAA report.
- **Repetitive Loss Area Analysis for Glynn County, GA. 2024.** Ms. Ruffins supported the development of the County's RLAA update. She worked alongside WSP's GIS teams to establish new repetitive loss areas and supported the development of the final RLAA report.

- **Floodplain Management Plan for Lexington County, SC. 2022.** Ms. Ruffins supported the planning process, risk assessment, and mitigation strategy components of this project through development of public outreach and engagement materials; research and preparation of hazard profiles, vulnerability assessment, capability assessment, and mitigation actions; and meeting facilitation.
- **Floodplain Management Plan for the City of Bryan, TX. 2023.** Ms. Ruffins coordinated the development of the FMPC, prepared and facilitated planning meetings, developed public outreach and engagement materials, assessed risk and vulnerability, and developed mitigation alternatives.
- **Flood Mitigation Plan, Repetitive Loss Area Analysis and Natural Floodplain Functions Plan for the City of Savannah, GA. 2021.** Ms. Ruffins supported the development of a CRS and DMA qualified flood mitigation plan which included a repetitive loss area analysis and a natural floodplain functions plan. The plan identified flood hazards, assessed flood risk, and provided mitigation actions for the City. This project prioritized a list of floodplain management activities to improve Savannah's CRS Rating.
- **Vulnerability Assessment and Resilience Action Plan for the Village of Palmetto Bay, FL and Collier County, FL. 2024.** Ms. Ruffins has been working with the Village of Palmetto Bay and Collier County to develop resilience plans that meet the criteria of the Resilient Florida Program – a state funded program to improve coastal and inland resilience. Ms. Ruffins has worked with staff and local stakeholders from both communities to conduct an inventory of all critical assets using state and local data. She has gathered relevant climate and hazard data and worked with the GIS to assess exposure and vulnerability to coastal hazards in 2030, 2040, and 2070. She has worked with the public to identify flood challenges and develop projects and strategies to address current and future flood. These plans will produce an action plan with projects eligible for state funding.
- **Repetitive Loss Area Analysis for the Town of Morehead City, NC. 2022.** Ms. Ruffins supported development of a RLAA, including field data collection and report preparation, and assisted in the development of a CRS-compliant PPI. The 2022 FMP enabled the Town to apply for and receive over $2 million in grant funding for flood hazard mitigation.
- **CRS Program Work (2021-2024).** Ms. Ruffins has supported project work for several CRS clients. Most recently her work has focused on a number of WSP's Florida clients including the City of Coral Gables, the Village of Palmetto Bay, the City of St Cloud, Osceola County, the Village of Miami Shores, Orange County, FL, and others. Ms. Ruffins has put together Activity 330 Outreach Brochures and flyers and Program for Public Information documents. She has also developed resources for meeting facilitation, prepared planning documents, and prepared Activity 510 Repetitive Loss Area Analyses.

MATTHEW COLE
GIS CONSULTANT

Professional associations

Python and ESRI Enterprise courses, UDEMY

CAREER SUMMARY

Mr. Cole interested in GIS and web application development. He sees every project as an opportunity to optimize and automate both existing and innovative workflows, driving efficiency and streamlining processes. Mr. Cole leverages ESRI Enterprise platforms, harnessing my expertise in Python and ArcPy libraries to design custom toolboxes and implement automated workflows. He enjoys developing and maintaining ESRI Enterprise services and applications, bolstering client engagement and data accessibility.

EDUCATION

B.A. Anthropology, University of Delaware	2013
M.S. Geoscience, West Chester of Pennsylvania	Ongoing

PROFESSIONAL EXPERIENCE

- **CRS Program Work (2022-2024).** Mr. Cole has complete GIS mapping and data management in support of CRS class improvements for clients in Florida, North Carolina, South Carolina, Georgia, Virgina, and Texas. Mr. Cole has worked closely with WSP's planning team on several Floodplain Management Plans, Repetitive Loss Area Analyses, and Natural Floodplain Functions plans. Mr. Cole has been responsible for researching and sourcing relevant GIS data from different governing agencies to use for spatial analysis, develop user friendly web applications on ArcGIS Online that allow clients to edit features and attributes from their communities, and curate a series of thematic maps visualizing potential hazardous impacts of flood hazards. He has analyzed repetitive loss data and supported the planning team in developing final assessments and reports.
- **Hazard Mitigation Planning Geospatial Python Toolset for WSP USA, 2023.** Mr. Cole developed geospatial models to automate spatial data analysis for planning projects. He designed and wrote custom python scripts that allowed for iterative data handling and identified data needs and processes suitable for automation within a python framework. Mr. Cole leveraged python language libraries to construct numerous custom toolsets for geospatial analysis. His work drastically increased efficiency and consistency of derived geospatial products.
- **Hazard Mitigation Planning – Live Dashboards and Web Apps WSP USA, 2024.** Mr. Cole Curated custom web pages tailored to each individual community's unique assets and hazards. He develop spatial data, maps, and page design best suitable to present required information in a concise and appealing format. He is responsible for maintenance and improvements of web applications, enhancing community outreach efforts.
- **FEMA FFRMS Production Package for WSP USA, 2024.** Mr. Cole designed and engineered a geospatial production package to automate data preparation, multilayered geospatial analysis, and final data deliverable for year long, nationwide FEMA FFRMS mapping contract. Developed a production package that was disseminated to the production team. He wrote several python language models to manage data inventory, modification, and deliverable phases of workflow. The models produced geospatial products, reports, and geoprocessing logs to streamline production QA/QC. The package increased efficiency and standardized production data schema, nomenclature, and folder structure.

KIMBERLY HANSEN
PLANNER

Professional registrations

International Society of Arboriculture, SO-10896A

Professional associations

American Planning Association (APA)

North Carolina Chapter of the American Planning Association (NCAPA)

CAREER SUMMARY

Ms. Hansen is a planner with expertise in environmental and land use planning, specializing in hazard mitigation and resilience planning. Ms. Hansen recently earned her Master's in City and Regional Planning where her research examined the impacts of future development on the environmental resiliency of coastal communities that are experiencing rising impervious surface rates. Having conducted interviews and collaborated with community stakeholders during her research, Ms. Hansen is proficient in data collection, GIS, and community engagement. With WSP, Ms. Hansen has worked on numerous hazard mitigation plans; and has a working knowledge of DMA requirements, the NFIP, and the CRS program.

EDUCATION

B.S., Environmental Science, Brigham Young University	2021
MCRP, City & Regional Planning, University of North Carolina Chapel Hill	2024

PROFESSIONAL EXPERIENCE

- **Natural Floodplain Functions Plan for Palmetto Bay, FL. 2024.** Ms. Hansen supported the Floodplain Species Plan section of this project. Under CRS Activity 510, Ms. Hansen researched and prepared the profiles of endangered species that are currently found within the client's region. The FSP included details on species life cycle, habitat, threats, and recovery measures.
- **Repetitive Loss Area Analysis for Chatham County, SC. 2024.** Ms. Hansen supported the community profile and field data collection components of this analysis. The RLAA examined buildings for which two or more claims were paid by the NFIP as well as surrounding buildings with similar flood conditions. Ms. Hansen researched property details and documented descriptive attributes of the buildings located within areas that have experienced repetitive loss due to flooding.
- **Hazard Identification and Risk Assessment Update for Collier County, FL. 2024.** Ms. Hansen supported the risk and vulnerability assessment components of this project through research and preparation of hazard profiles. The HMP evaluated 23 natural and man-made hazards, including flood, hurricane and tropical storms, extreme heat, cyber threat, infrastructure failure, and hazardous materials.



QUALIFICATIONS AND EXPERTISE

5 QUALIFICATIONS AND EXPERTISE

5.1 BACKGROUND

WSP is the leader in CRS services. Our Project Manager, David Stroud, has over 30 years of CRS program experience with 18 years working directly for ISO and the CRS program. For the last 15 years, WSP has consulted back to the CRS program and helped to develop the 2007, 2013, and 2017 CRS Coordinator's Manuals and the 2021 CRS Coordinator's Manual Addendum. Additionally, WSP has been a primary reviewer for hazard mitigation plans, floodplain management plans, and repetitive loss area analyses under Activity 510 Floodplain Management Planning. WSP has also conducted repetitive loss and hazard mitigation planning webinars as part of the CRS program's webinar series. WSP has also assisted FEMA and ISO in conducting CRS Verification Visits throughout the U.S.

The WSP team has also presented on a variety of CRS activities at state floodplain management conferences, the Association of State Floodplain Manager's National Conference, and with the Army Corps of Engineers Yellow Jacket Program. WSP also wrote an article about a CRS community for NOAA's Digital Coast which can be found at https://coast.noaa.gov/digitalcoast/training/folly-beach.html.

WSP is the only firm with the unique combination of experience both working directly inside the CRS Program for ISO and consulting to local communities on CRS program implementation and improvement thus maintaining direct involvement in the CRS program for over 30 years. As a result of this background, the WSP team understands the documentation requirements necessary to prepare for CRS verification visits, recertifications, and modifications and is exceptionally positioned to improve the Village's CRS classification.

5.2 TEAM EXPERIENCE

This WSP planning team has worked with Palmetto Bay for the past three years and was responsible for the development of existing Palmetto Bay Floodplain Management Plan (FMP), Repetitive Loss Area Analysis (RLAA), Program for Public Information (PPI), Natural Floodplain Functions Plan, and Substantial Damage Management Plan. Our team is currently working with the Village to complete a Vulnerability Assessment and Resilience Action Plan. Our team's longevity working together, familiarity with the risks and vulnerabilities of Palmetto Bay, and experience developing local CRS programs compliant with FEMA requirements make our team uniquely qualified to work with the Village to efficiently assess opportunities to improve the Village's CRS rating, provide assistance in the annual recertification process, and help prepare for the modification visit.

WSP has direct experience providing communities across the country with CRS program assistance and support. This WSP team has worked with small coastal communities, large counties, and other communities both large and small. We've worked with communities with large flood insurance policy bases, complex programs, and award-winning CRS Programs, such as Charleston, SC, Alexandria, VA, and Sacramento County, CA which is a CRS Class 3 community. We've also helped smaller communities to achieve high CRS classifications such as Folly Beach, SC and Cutler Bay, FL, which are both Class 4 communities.

We are proud that, because of our expertise and the quality of services we provide, many of WSP's clients are repeat clients. This specific team has significant experience in helping communities across the country

with the CRS program, including numerous clients throughout Florida. Our experience working with a variety of communities means that we can successfully meet the project goals outlined in the RFQ.

WSP provides comprehensive CRS services. Not only do we help communities identify credits to pursue and assist with preparing documentation to support activity credits, but our team has the skills and experience to develop the plans, programs, outreach materials, GIS mapping, ordinance language, and other activity elements needed to earn additional CRS credit. The table below lists some of the communities in the southeast that WSP has assisted recently and highlights services that we have provided.

MUNICIPALITY	YEARS OF SERVICE	CLIENT CONTACT	CRS SERVICE & IMPLEMENTATION HISTORY
Palmetto Bay, FL	2021-2024	Andrea Candelaria 305-259-1238	FMP, RLAA, PPI, Substantial Damage Management Plan, and Natural Floodplain Functions Plan; Assisted with CRS class improvement to Class 7 in 2022 and two-class modification to Class 5 in 2024.
Collier County, FL	2019-2024	Amy Howard 239-252-3608	FMP and Local Mitigation Strategy Hazard Identification and Risk Assessment update (2017, 2019 & 2024)
Orange County, FL	2016-2022	Daniel Negron 407-836-7743	CRS Cycle Verification Visit and Recertification and Elevation Certificate Assistance, Prepared Activity 510 CRS FMP & RLAA and Activity 330 PPI
Pinellas County, FL	2022-2023	Lisa Foster 727-464-8962	Prepared Activity 510 CRS Substantial Damage Management Plan
Cutler Bay, FL	2014-2024	Alfredo Quintero 305-234-4262	Prepared Activity 510 FMP, CRS Program Improvement enough points for CRS Class 4. Prepared Stormwater Master Plan and Regulations for Activity 450 to meet Class 4. Assisted with verification visit.
South Miami, FL	2017-2021	Marcus Lightfoot 305-663-6331	CRS Program Improvement including preparation of Activity 510 RLAA and Activity 330 PPI
Miami Lakes, FL	2016-2021	Lourdes Rodriguez 305-827-4015	CRS Program Improvement including preparation of Activity 510 RLAA and Activity 330 PPI
Doral, FL	2017-2024	Mark Hagerty 305-593-6700 ext.3111	CRS Program Improvement including preparation of Activity 510 RLAA and Activity 330 PPI
Chatham County, GA	2017-2024	Angela Bliss 912-652-7814	Prepared Activity 510 CRS FMP, RLAA, and Natural Floodplain Functions Plan; earned repeat contract to prepare a hazard mitigation plan
Morehead City, NC	2017-2022	Sandi Watkins 252-726-6848	Prepared Activity 510 FMP & RLAA. Provided Activity 450 Stormwater Management assistance. Prepared PPI and FIA.
Folly Beach, SC	2016-2024	Eric Lutz 843-708-9982	Improved from CRS Class 7 to Class 4 ($1m+ in NFIP savings)

MUNICIPALITY	YEARS OF SERVICE	CLIENT CONTACT	CRS SERVICE & IMPLEMENTATION HISTORY
Lexington County, SC	2015-2022	Christopher Stone 803-785-8121	Developed CRS compliant Flood Mitigation Plan, Plan Update, and CRS Program Assistance
Charleston, SC	2012-2024	Stephen Julka 843 724-3760	CRS Program Assistance and verification visit assistance.
Savannah, GA	2014-2020	Tom McDonald 912-651-6510	Prepared Activity 510 CRS FMP & RLAA. Improved from CRS Class 6 to Class 5 (enough points for Class 4)

5.2.1 PROJECT UNDERSTANDING

WSP will examine the Village's current CRS activities and credit and provide the Village of Palmetto Bay with suggestions on which activities and elements of credit could be implemented for additional credit. The Village of Palmetto Bay was last verified as a classification 5. The table below shows the Village's current credit by CRS activity.

WSP will review additional activities that the Village can pursue, including evaluating the new and modified credits within the 2017 CRS Coordinators Manual and the 2021 Addendum, and determine the benefit to the Village of Palmetto Bay. The following table summarizes current and estimated potential credit in each CRS Activity. Note that the potential credit listed is not necessarily what the Village will be able to earn but rather a rough estimate based on unpursued elements, maximum available points, and average points earned across all CRS communities.

SUMMARY OF CURRENT AND POTENTIAL CRS CREDITS

Activity/Name	Current Credit	Potential Credit	Total Credit
310 Elevation Certificates	38	0	38
320 Map Information Service	90	0	90
330 Outreach Projects	350	0	350
340 Hazard Disclosure	0	10	10
350 Flood Protection Information	81	20	101
360 Flood Protection Assistance	85	0	85
370 Flood Insurance Promotion	15	30	46
410 Floodplain Mapping	0	0	0
420 Open Space Preservation	230	30	260
430 Higher Regulatory Standards	521	0	521
440 Flood Data Maintenance	196	0	196
450 Stormwater Management	33	200	233
510 Floodplain Management	760	0	760
520 Acquisition & Relocation	0	0	0
530 Flood Protection	0	0	0
540 Drainage System Maintenance	0	200	200
610 Flood Warning and Response	245	0	245
Total	**2,644**	**460**	**3,135**

While all the above-listed potential credits will be reviewed in greater detail, upon preliminary review of current and potential credit, WSP recommends the Village of Palmetto Bay consider pursuing credit within the following activities:

- Activity 340 Hazard Disclosure
- Activity 350 Flood Protection Information
- Activity 370 Flood Insurance Promotion
- Activity 420 Open Space Preservation
- Activity 450 Stormwater Management
- Activity 540 Drainage System Maintenance

WSP will prepare a more robust review of activities and credit potential in consultation with the Village of Palmetto Bay. Based on this assessment of the Village's existing CRS credit and the potential for increased credit, WSP will prepare a CRS Improvement Strategy Memo describing the recommended approach to achieving a class improvement.

It should be clear that in order to advance to a lower classification 4, the Village must meet the class 4 prerequisites. WSP will guide and help the Village to meet the class 4 prerequisites.

In addition to developing and implementing a plan for CRS class improvement, WSP will help to Village to maintain existing credit and complete the annual recertification. This assistance will include facilitating and documenting an annual PPI Committee meeting and quarterly FMPC meetings.

Finally, WSP will support the Village CRS Coordinator in preparing for the modification visit. WSP will review Elevation Certificates for correctness, review existing CRS documentation, prepare new credit activities and documentation as needed, organize visit files, attend the modification visit, and assist with completion of any follow-up documentation as needed.



PROJECT DESCRIPTIONS

6 PROJECT DESCRIPTIONS

Client: Village of Palmetto Bay, FL			
Services: CRS Program Services, Floodplain Management Plan, Repetitive Loss Area Analysis, Program for Public Information, Substantial Damage Plan, and Natural Floodplain Functions Plan			
Project Dates: 2020-2024	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins, Matthew Cole	**Client Contact:** Andrea Candelaria (305) 259-1238

Since 2020, WSP has supported the Village of Palmetto Bay with CRS program improvement as a subconsultant to The Corradino Group. In this capacity, WSP developed a Program for Public Information and a Floodplain Management Plan using a joint planning committee which involved local staff as well and public and stakeholder participants, including insurance, real estate, and lending industry representatives. The planning process for the FMP combined the four phases of the DMA with the CRS 10-step planning process. The resulting FMP was the highest scoring Activity 510 plan in the CRS Program, earning 380 out of a total possible 382 points.

WSP also assisted the County in developing a Repetitive Loss Area Analysis, which identifies repetitive loss areas based on NFIP claims and other flood risk data, evaluates structure vulnerability in each area, incorporated property owner and resident input on localized flooding problems, and provides feasible, cost-beneficial strategies for flood mitigation in these areas. WSP also assisted Palmetto Bay with development of a Substantial Damage Plan, which involved coordination and data collection from multiple Village department staff representatives, as well as a Natural Floodplain Functions plan, which involved stakeholder outreach and involvement for species and habitat conservation recommendations.

WSP also assisted the Village with a CRS Modification, and this effort moved the Village from a classification 7 to a classification 5 and a 25% reduction in flood insurance premiums. WSP also assists the Village with reviewing FEMA Elevation Certificates and the documentation to support the annual recertification.

Client: Orange County, FL			
Services: CRS Program Services, Floodplain Management Plan, Repetitive Loss Area Analysis, and Program for Public Information and CRS Cycle Verification and Recertification Services			
Project Dates: 2016-2018, 2022-present	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins, Matthew Cole	**Client Contact:** Daniel Negron (407) 836-7743

In 2016, WSP developed a Floodplain Management Plan (FMP) for Orange County, Florida. The planning process combined the Disaster Mitigation Act (DMA) four phases with the CRS 10-step planning process to create a public-centered planning process utilizing an active Flood Mitigation Planning Committee which included 50% membership from the public and other stakeholders. By meeting both DMA and CRS requirements, WSP ensured the County's continued eligibility for federal grant money while also qualifying the County for CRS credit. WSP also assisted the County in developing a Repetitive Loss Area Analysis (RLAA), which pinpointed feasible, cost-beneficial mitigation strategies for the most at-risk areas of the County to maximize the City's CRS credits under Activity 510, as well as creating a Program for Public Information (PPI) to maximize credits under CRS Activity 330. All three of these planning processes involved extensive public participation and engagement, including direct outreach to residents of repetitive loss areas, and development of a variety of targeted educational materials for the County's PPI. As a result of these efforts, WSP help the county to document CRS activities which improved the County's CRS classification from 7 to 5 and enough credit points for a classification 4 but not meeting the class 4 prerequisites. WSP is now assisting Orange County with CRS documentation tasks for a 2024 verification visit and is now supporting the County with the update of all three of these plans. WSP also helps Orange County in reviewing FEMA Elevation Certificates and documentation to support the annual recertification.

Client: Town of Cutler Bay, FL			
Services: CRS Program Services, Floodplain Management Plan Update, Repetitive Loss Area Analysis, and Program for Public Information			
Project Dates: 2013-2016, 2019-ongoing	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins	**Client Contact:** Alfredo Quintero (305) 234-4262

WSP developed a Floodplain Management Plan for the Town of Cutler Bay, FL using the CRS 10-step planning process and meeting all DMA planning requirements to ensure the Town's continued eligibility for federal grant money while also earning CRS credit. WSP assisted the Town in creating a Floodplain Management Planning Committee (FMPC) with citizens and stakeholders comprising 50% of the membership to ensure upfront public input and buy-in. The FMPC met four times, weighing in on integral planning steps. WSP also facilitated three public meetings ensuring further community input and supported the Town with the development of a Program for Public Information. In 2015, WSP assisted the Town with a CRS 5-year verification visit which moved the town from a classification 6 to a classification 5 and enough points for a classification 4.

WSP helped Cutler Bay, FL meet the CRS classification 4 prerequisites by preparing a stormwater master plan and through a modification in 2017. In 2020, WSP assisted Cutler Bay with their 3-year cycle verification visit which moved the town to a classification 3 and 40% reduction in flood insurance premiums

WSP recently completed the five-year update of the FMP and prepared this plan update in conjunction with a RLAA, which evaluated all properties in identified repetitive loss areas and recommended feasible, mitigation strategies for each area. These projects maximize the Town's CRS credits under Activity 510. WSP also assisted Cutler Bay in updating their existing Program for Public information to maximize credits under CRS Activity 330.

WSP's FMP update for Cutler Bay earned 369 points of credit, and the RLAA, which included 144 properties, earned full credit. The updated FMP incorporated analysis of the vulnerability of future development and evaluated potential flood risk according to Preliminary Flood Insurance Rate Maps. WSP continues to support the Town of Cutler Bay with additional CRS Program Improvement and recertification activities and is contracted to complete the next five-year update of the FMP.

WSP also assists Cutler Bay with reviewing the FEMA Elevation Certificates and the annual CRS recertification.

Client: City of St. Cloud, FL			
Services: CRS Program Services and Repetitive Loss Area Analysis and Program for Public Information			
Project Dates: 2019-2024	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins, Matthew Cole	**Client Contact:** Michelle Acosta (407) 947-7447

In 2019, WSP assisted the City of St. Cloud with a 2-classification improvement and a modification under the CRS program. WSP helped the city to implement new CRS activities and to gain more credit under existing activities. WSP assisted the city in preparing a Activity 330 Program for Public Information (PPI) and a Activity 510 Repetitive Loss Area Analysis (RLAA). The PPI scored maximum credit of 350 points and the RLAA Scored maximum credit of 140 points. As a result of these efforts, St. Cloud was able to lower its CRS rating from a classification 7 to a classification 5 and a 25% reduction in flood insurance premiums.

WSP has also assisted the city in the review of FEMA elevation certificates and with the city's annual recertification.

Client: City of Doral, FL			
Services: CRS Program Services and Repetitive Loss Area Analysis and Program for Public Information			
Project Dates: 2019-present	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore	**Client Contact:** Ingrys Farias (305) 593-6700

WSP assisted the City of Doral in lowering their CRS classification from 7 to classification 6 by undertaking new activities and increasing credit in existing activities. WSP facilitated the development of an Activity 330 Program for Public Information (PPI0 and Activity 510 Repetitive Loss Area Analysis (RLAA). Both the PPI and the RLAA scored maximum credit of 350 points and 140 points.

WSP helped the city increase credit in Activity 420 Open Space Preservation and in Activity 350 Flood Protection Information.

Client: City of Savannah, GA			
Services: Floodplain Management Plan, Repetitive Loss Area Analysis, and Program for Public Information (Originals and Updates)			
Project Dates: 2015-2016, 2020-2021	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins	**Client Contact:** Tom McDonald (912) 651-6510

WSP developed a Local Floodplain Mitigation Plan update for the City of Savannah, GA which received 370 points, one of the highest scores in the nation under FEMA's Community Rating System (CRS) Activity 510. The planning process combined the Disaster Mitigation Act (DMA) four phases with the CRS 10-step planning process to create a public-center planning process utilizing an active Flood Mitigation Planning Committee (FMPC).

A survey/questionnaire was developed to gain feedback from the public on flood problems and hazards which were incorporated into the plan. The historic areas of the community were also profiled with mapping to reflect inundation from 1% & 0.2% annual chance floods to evaluate and illustrate potential impacts to historic structures. The plan included climate change and sea level rise, coastal and canal bank erosion, dam and levee failure, 1% & 0.2% annual chance flood, stormwater/localized flooding, and hurricane and tropical storms. The planning process also examined the impacts of future flooding from a watershed perspective and which areas of the city are subject to potential flooding.

The FMPC came up with 13 new mitigation activities/projects which covered the six FEMA mitigation categories. The plan was completed on time and within budget. Outside of this FMP, WSP also prepared a Repetitive Loss Area Analysis (2015 & 2020), Program for Public Information (2015 & 2020) and Natural Floodplain Protection Plan (2015) for the City of Savannah.

As a result of these efforts the City of Savanah was able to move to a CRS classification 5 with enough points to be a classification 4.

Client: Chatham County, GA			
Services: Floodplain Management Plan, Repetitive Loss Area Analysis, and Natural Floodplain Functions Plan (Originals and Updates)			
Project Dates: 2017–2018, 2023-present	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins, Matthew Cole	**Client Contact:** Angela Bliss (914) 652-7833

WSP developed a Floodplain Management Plan for Chatham County, Georgia utilizing the new guidance of the 2017 CRS Coordinator's Manual.

The plan was developed to meet DMA and CRS requirements to ensure the County's eligibility for federal grant money while also qualifying the County for CRS credit. WSP prepared this plan in conjunction with a Repetitive Loss Area Analysis, which evaluated the highest risk locations in the County based on flood insurance claims and identified feasible, cost-beneficial mitigation strategies. These projects maximize the County's CRS credits under Activity 510 and contribute to earning an additional 5% savings on flood insurance policies across the County, worth an estimated $620,000.

As a result of these planning efforts, Chatham County in now a classification 5 and has enough credit points to be a classification 4 except for meeting the classification 4 prerequisite.

Client: Town of Morehead City, NC			
Services: Floodplain Management Plan, Repetitive Loss Area Analysis, and Program for Public Information (Originals and Updates)			
Project Dates: 2016-2017, 2021-2022	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins	**Client Contact:** Sandi Watkins (252) 726-6848

WSP developed a Floodplain Management Plan (FMP) for the Town of Morehead City, North Carolina as their regional hazard mitigation plan was capped at 50 CRS points. With our assistance, the Town's FMP scored 361 of a possible 382 points. WSP also developed a PPI under Activity 330 that maximized credit. A combined planning committee was used to develop both the FMP and the PPI and included participation from an insurance agent and a local lender, both requirements for full credit. Our recent FMP update enabled the Town to apply for and receive over $2 million in grant funding for stormwater flooding mitigation.

Our team also assisted the Town in the development of a RLAA which scored the full 140 possible points. Together with the FMP, these projects earned over 500 points under Activity 510 alone, achieving a full CRS Class improvement for the Town.

Client: Henrico County, VA			
Services: CRS Program Assistance			
Project Dates: 2021-2023	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore, Ranger Ruffins	**Client Contact:** Kristin Owen (804) 501-4393

WSP assisted Henrico County, VA with an application to FEMA's National Flood Insurance Program's Community Rating System. WSP help to document credit for the county's first application through a variety of CRS activities including developing an Activity 310 Construction Certificate Management Standard Operating Procedure. WSP assisted in developing an Activity 330 Program for Public Information (PPI) which received the maximum credit of 350 points. The PPI also included an Activity 370 Flood Insurance Assessment. WSP helped the county to document other activities of credit under the 300 series. The County received a CRS Class 5 and 25% discount.

Client: City of Folly Beach, SC			
Services: Floodplain Management Plan, Repetitive Loss Area Analysis, and Program for Public Information (Originals and Updates)			
Project Dates: 2016-2024	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore	**Client Contact:** Eric Lutz (843) 708-9982

WSP assisted the City of Folly Beach Building Department to lower their CRS classification according to the requirements of the 2017 CRS Coordinator's Manual Requirements. The City moved from a CRS classification 7 to a CRS Classification 4 (one of only two in the state of South Carolina). This three-class improvement resulted in saving more than $1,000,000 on National Flood Insurance Program (NFIP) premiums or an average of $669 savings per policy.

The community more than tripled the credit for open space preservation including credit for Natural Floodplain Function Open Space (NFOS) and coastal A-Zone Credit to name a few. NOAA's Digital Coast website profiled the City's CRS program and new classification here (Investing in Flood Mitigation Pays Off Immensely): https://coast.noaa.gov/digitalcoast/training/folly-beach.html

WSP was also hired by the City of Folly Beach to conduct an island-wide drainage study. This study is modeling existing and future conditions including the impacts of sea-level rise and King Tides.

Client: Norfolk, VA			
Services: CRS Program Assistance			
Project Dates: 2018-2020	**Project Manager:** David Stroud	**Staff Involved:** Abby Moore	**Client Contact:** Kristin Owen (804) 501-4393

WSP assisted the City of Norfolk, VA with an application to FEMA's National Flood Insurance Program's Community Rating System. WSP helped to document credit for the city's first application through a variety of CRS activities including developing an Activity 310 Construction Certificate Management Standard Operating Procedure. WSP assisted in developing an Activity 330 Program for Public Information (PPI) which received the maximum credit of 350 points. The PPI also included an Activity 370 Flood Insurance Assessment. WSP helped the city to document other activities of credit under the 300 series.

WSP also developed documentation including mapping to support credit under Activity 420 Open Space Preservation for open space through the city's Special Flood Hazard Area. Under Activity 430, WSP assisted the city with documenting all higher standards under the flood damage prevention ordinance and well as regulations in other plans and documents. WSP also helped the city to document other CRS activities in the 400 series. This work resulted in a two class improvement.



FORMS

SECTION 7.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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 Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Christine Mehle

Title: Vice President, Florida Water Lead

Company: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A			

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Company warrants that it will not delegate or subcontract 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 proposal 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 Village 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): Christine Mehle

Title: Vice President, Florida Water Lead

Company: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

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NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Christine Mehle being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
WSP USA Environment & Infrastructure 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 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 Company 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): Christine Mehle

Title: Vice President, Florida Water Lead

Company: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis

NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

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 Christine Mehle, Vice President, Florida Water Lead

For WSP USA Environment & Infrastructure Inc.

Whose business address is: 5411 Skycenter Drive, Suite 650, Tampa, FL, 33607

And (if applicable) its Federal Employer Identification Number (FEIN) is: 91-1641772

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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): Christine Mehle

Title: Vice President, Florida Water Lead

Company Name: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis

_____

NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

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:
Christine Mehle, Vice President, Florida Water Lead

(print individual's name and title)

for:
WSP USA Environment & Infrastructure Inc.

(print name of entity submitting sworn statement)

whose business address is: 5411 Skycenter Drive, Suite 650, Tampa, FL, 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is: 91-1641772

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 subcontractor, 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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): Christine Mehle

Title: Vice President, Florida Water Lead

Company: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis

NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Proposer 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 Proposer 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Christine Mehle 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:

91-1641772

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

WSP USA Environment & Infrastructure Inc.

Name of Entity, Individual, Partners or Corporation

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

5411 Skycenter Drive, Suite 650, Tampa, FL, 33607

Street Address Suite Village State Zip Code

Continued Next Page

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

_____ %

**WSP USA Environment & Infrastructure Inc. is a wholly-owned subsidiary of WSP USA Inc. Its ultimate parent company WSP Global Inc. is a Canadian corporation publicly traded on the Toronto Stock Exchange. See Attachment A for full ownership chain.* %

See Attachment B for Officers and Directors Listing %

2. The full legal names and business address of any other individual (other than subcontractors, 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:

Not applicable to WSP USA Environment & Infrastructure Inc.

Signature of Official: _____

Name (typed): Christine Mehle

Title: Vice President, Florida Water Lead

Company: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis

NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

WSP USA Environment & Infrastructure Inc.
Ownership Information

WSP USA Environment & Infrastructure Inc. is a wholly-owned subsidiary of WSP USA Inc. Its ultimate parent company* WSP Global Inc. is a Canadian corporation publicly traded on the Toronto Stock Exchange.

***The full ownership chain to the ultimate parent is:



WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

EIN: 91-1641772

OFFICERS AND DIRECTORS

Title	Name	*Business Address	Reference Number	Board Director
CEO	Joseph J. Sczurko, Jr.	Portland, ME	(1)	X
President	Lytle C. Troutt, Jr.	Brentwood, TN	(2)	X
Senior Vice President	Christopher L. Peters	Irvine, CA	(3)	
Senior Vice President	Raymond M. Steege	St. Louis, MO	(4)	
Senior Vice President	Jason Wits	Chantilly, VA	(5)	
Vice President & Assistant Secretary	Deborah J. Barrow	Kennesaw, GA	(6)	
Vice President	Mark C. Diblin	Gainesville, FL	(7)	
Vice President	Joseph F. Farrell	Kennesaw, GA	(6)	
Vice President & Secretary	Bradley J. Knight	Kennesaw, GA	(6)	
Vice President	Jennifer C. Lewis	Altamonte Springs, FL	(8)	
Vice President	Andrew J. Lynn	New York, NY	(9)	
Vice President	Christine Mehle	Tampa, FL	(10)	
Treasurer	Andrew C. Esposito	Irvine, CA	(3)	X
Assistant Vice President	Jeffrey A. Barrett	Charlotte, NC	(11)	
Assistant Vice President	Charles K. Conner, Jr.	Oakland, CA	(12)	
Assistant Vice President	Charles B. Gardiner	Altamonte Springs, FL	(8)	
Assistant Vice President	Fred E. Lusk, III	Fresno, CA	(13)	
Assistant Vice President	Jay M. Martin	Brentwood, TN	(2)	
Assistant Vice President	Matthew C. Morley	Rancho Cordova, CA	(14)	
Assistant Vice President	Mark A. Murphy	Los Angeles, CA	(15)	
Assistant Vice President	Francis P. Wiegand	San Diego, CA	(16)	
Assistant Secretary	Charles Finicum	Dallas, TX	(17)	
Assistant Secretary	Hillary F. Jassey	New York, NY	(9)	
Assistant Secretary	Alex Volterano	Blue Bell, PA	(18)	
Controller	Nicholas P. Mitrakis	New York, NY	(9)	
Board Director	W. Stephen Dale	Shelton, CT	(19)	X

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

EIN: 91-1641772

OFFICERS AND DIRECTORS

Title	Name	*Business Address	Reference Number	Board Director

***Business Addresses**

(1) 511 Congress Street, Portland, ME 04101
(2) 216 Centerview Drive, Suite 300, Brentwood, TN 37027
(3) 15231 Laguna Canyon Road, Suite 100, Irvine, CA 92618
(4) 15933 Clayton Road, Suite 215 (Ballwin), St. Louis, MO 63011
(5) 4795 Meadow Wood Lane, Suite 310 East, Chantilly, VA 20151
(6) 1075 Big Shanty Road NW, Suite 100, Kennesaw, GA 30144
(7) 404 SW 140th Terrace, Gainesville, FL 32669
(8) 550 Northlake Boulevard, Suite 100, Altamonte Springs, FL 32701
(9) One Penn Plaza, 4th Floor, New York, NY 10119
(10) 5411 Skycenter Drive, Suite 650, Tampa, FL 33067
(11) 1001 Morehead Square Drive, 6th Floor, Charlotte, NC 28203
(12) 555 12th Street, Suite 215, Oakland, CA 94607
(13) 1281 East Alluvia Avenue, Suite 101, Fresno, CA 93720
(14) 10940 White Rock Rd., Suite 190, Rancho Cordova, CA 95670
(15) 6001 Rickenbacker Road, Los Angeles, CA 90040
(16) 9177 Sky Park Court, San Diego, CA 92123-4341
(17) 4801 Spring Valley Road, Suite 125, Dallas, TX 75244
(18) 751 Arbor Way, Suite 180, Hillcrest I, Blue Bell, PA 19422
(19) 6 Research Drive, Suite 260, Shelton, CT 06484

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We WSP USA Environment & Infrastructure Inc. Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFQ# 2025-00-001, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : N/A
(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Christine Mehle

Title: Vice President, Florida Water Lead

Company Name: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis
_____
NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

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 proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and WSP USA Environment & Infrastructure 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): Christine Mehle

Title: Vice President, Florida Water Lead

Company Name: WSP USA Environment & Infrastructure Inc

Date: November 12, 2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christine Mehle 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

Maggie Proenza-Kanakis
_____
NOTARY PUBLIC, STATE OF FLORIDA

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer 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 _____ 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): Christine Mehle

Title: Vice President, Florida Water Lead

Company Name: WSP USA Environment & Infrastructure Inc.

Date: November 12, 2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

I, Christine Mehle (the individual attesting below), being duly authorized by and on behalf of WSP USA Environment & Infrastructure Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5) and in Chapter 448.095 F.S., and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a) and on section 448.095 F.S., and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 12 day of November, 20 24.

Signature of Affiant

Print or Type Name: Christine Mehle

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 12 day of November, 20 24.

My Commission Expires: 03/20/2027

Maggie Proenza-Kanakis

Notary Public

MAGGIE PROENZA KANAKIS
Notary Public - State of Florida
Commission # HH 336656
My Comm. Expires Mar 20, 2027
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Christine Mehle

Title: Vice President, Florida Water Lead

Signature: _____ Date: 11/12/24

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: WSP USA Environment & Infrastructure Inc. ("**Company**")

Vendor FEIN: 91-1641772

Address 5411 Skycenter Drive, Suite 650

City: Tampa State: Florida Zip: 33607

Phone number: 470-991-3771 Email Address: christine.mehle@wsp.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Christine Mehle

Title: Vice President, Florida Water Lead

Signature:  Date: 11/12/24



ADDENDA

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFQ No: 2025-00-001

Title: Community Rating System (CRS)

Name of Company WSP USA Environment & Infrastructure Inc.

Date Addendum Received November 11, 2024

Total Pages of Addendum including Acknowledgement 2

Print Name Christine Mehle

Signature

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

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: January 13, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF I2 VISUAL, INC. FOR THE PURCHASE AND INSTALLATION OF SIX (6) NEW SCOREBOARDS FOR PALMETTO BAY PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2025-12-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS ($115,137.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - PBP Scoreboards.doc
Reso - PBP Scoreboards.docx
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Score Sheets.pdf
Exhibit C - RFP# 2025-12-002.pdf

Exhibit D - Proposal - i2Visual.pdf
Exhibit E - Revised Quote.pdf

To: Honorable Mayor and Village Council

Date: December 20, 2024

From: Nick Marano, Village Manager

Re: Palmetto Bay Park – Softball Scoreboards Replacements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF I2 VISUAL, INC. FOR THE PURCHASE AND INSTALLATION OF SIX (6) NEW SCOREBOARDS FOR PALMETTO BAY PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2025-12-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS ($115,137.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

Pursuant to the November 1st, 2024, submittal from i2 Visual, Inc. in response to RFP 2025-12-002 “Palmetto Bay Park – Softball Scoreboards Replacements”, the Evaluation Committee began deliberations which included an interview with the Proposer. During discussions, the Village’s Building Official deemed the existing vertical support columns usable with no replacement required, significantly reducing the costs. Further negotiations resulted in the cost for the purchase and installation of six (6) new Fairplay scoreboards not to exceed One Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and Zero Cents ($115,137.00). Installation is to be completed as per manufacturer specifications and connected to existing electrical connections on Fields 1-5. The new scoreboard for Field 6 is to be relocated to an area behind the right-center field fencing similar to that of Fields 1-5, including new I-Beam supports and necessary electrical run/connection. Each scoreboard also includes a banner panel which shall read ‘PALMETTO BAY PARK’ with the Village logo.

It is therefore the recommendation of the Evaluation Committee that the proposal for i2 Visual, Inc. for the purchase and installation of six (6) Fairplay scoreboards be approved with funding from the annual capital budget.

FISCAL IMPACT:

The 2024-2025 fiscal budget for Parks and Recreation Capital Budget $115,137.00.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2025-12-002
D. Proposal – i2 Visual, Inc.
E. Revised Quote – i2 Visual, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF I2 VISUAL, INC. FOR THE PURCHASE AND INSTALLATION OF SIX (6) NEW SCOREBOARDS FOR PALMETTO BAY PARK, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2025-12-002; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND ZERO CENTS ($115,137.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, as a part of the 2023-2024 Capital Improvements Program for the Parks and Recreation Department, the six (6) scoreboards servicing Palmetto Bay Park Softball Complex were deemed to be in serious disrepair and in fact, unrepairable; and

WHEREAS, RFP# 2024-12-020 “Palmetto Bay Park – Softball Scoreboards Replacements” was proffered on July 9th, 2024 and resulted in no submittals; and

WHEREAS, the Village published an RFP# 2025-12-002 “Palmetto Bay Park – Softball Scoreboards Replacements” on September 30th, 2024; and

WHEREAS, the Village received a total of one (1) proposal on November 1st, 2024; and

WHEREAS, the Evaluation Committee elected to interview i2 Visual, Inc., leading to a negotiated reduction of costs from the proposed cost of Two Hundred Forty-Six Thousand Five Hundred Forty-Five Dollars and Zero Cents ($246,545.00), down to an acceptable price of One Hundred Fifteen Thousand One Hundred Thirty-Seven Dollars and Zero Cents ($115,137.00); largely due to the use of existing vertical columns as a part of the installation process; and

WHEREAS, the Evaluation Committee decided that i2 Visual, Inc., was the most responsible and highest scored Proposer.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The selection of i2 Visual, Inc. pursuant to RFP# 2025-12-002, entitled "Palmetto Bay Park – Softball Scoreboards Replacements" is hereby approved.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 13th day of January 2025.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney
FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

1 Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 12/20/2024

RFP#: 2025-12-002 **Item/Service:** Palmetto Bay Park - Softball Scoreboard Replacements

Attach please find the tabulation and bid proposals

I. Procurement Comments:
There was a total of one (1) proposal received; i2 Visual, Inc.

II. Recommendation:
a. Which proposal is being recommended? i2 Visual, Inc.
b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ 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 January 13, 2025.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Nick Marano, Village Manager
12/23/24

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

RFP# 2025-12-002 - PBP Softball Scoreboard Replacements					
		i2Visual, Inc.			
Criteria	**Points Allowed**	**Points Allotted**	**Points Allotted**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1	40	F. Carmona	K. Hearin	D. Klements	
		40	35	40	
Evaluation Criteria No. 2	20	F. Carmona	K. Hearin	D. Klements	
		20	20	20	
Evaluation Criteria No. 3	20	F. Carmona	K. Hearin	D. Klements	
		20	20	20	
Evaluation Criteria No. 4	20	F. Carmona	K. Hearin	D. Klements	
		20	15	20	
TOTAL	**100**	**100**	**90**	**100**	**96.66666667**

RFP# 2025-12-002 - PBP Softball Scoreboard Replacements			
		i2Visual, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Size of scoreboard / Ease of Information Viewing / Aesthetics	40	40	
Evaluation Criteria No. 2: Installation Methodology / Code Compliance	20	20	
Evaluation Criteria No. 3: Experience / Past Installations / Qualifications / References	20	20	
Evaluation Criteria No. 4: Cost of Scoreboard / Comparison to like Sizes Proffered	20	20	
	100	100	
Reviewer Name: Fanny Carmona			
Reviewer Signature:			
Date: 12/20/24			

RFP# 2025-12-002 - PBP Softball Scoreboard Replacements			
		i2Visual, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Size of scoreboard / Ease of Information Viewing / Aesthetics	40	35	
Evaluation Criteria No. 2: Installation Methodology / Code Compliance	20	20	
Evaluation Criteria No. 3: Experience / Past Installations / Qualifications / References	20	20	
Evaluation Criteria No. 4: Cost of Scoreboard / Comparison to like Sizes Proffered	20	15	
	100	**90**	

Kirk Hearin

Reviewer Signature:

12/20/2024

RFP# 2025-12-002 - PBP Softball Scoreboard Replacements			
		i2Visual, Inc.	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Size of scoreboard / Ease of Information Viewing / Aesthetics	40	40	
Evaluation Criteria No. 2: Installation Methodology / Code Compliance	20	20	
Evaluation Criteria No. 3: Experience / Past Installations / Qualifications / References	20	20	
Evaluation Criteria No. 4: Cost of Scoreboard / Comparison to like Sizes Proffered	20	20	
	100	**100**	
Reviewer Name: Dean Klements			
Reviewer Signature: *Carroll D. Klements*			
Date: 12/20/2024			

REQUEST FOR PROPOSAL

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

TITLE:

Palmetto Bay Park – Softball Scoreboard Replacements

RFP NO.:

2025-12-002

DUE DATE:

Friday, November 1st, 2024 on or before 3:15 p.m. EST (Municipal Building)

ISSUED: Monday, September 30th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

REQUEST FOR PROPOSAL (RFP)

Palmetto Bay Park – Softball Scoreboard Replacements

No. 2025-12-002

The Village of Palmetto Bay is seeking a qualified contractor for the installation of six (6) wireless softball scoreboards to replace existing scoreboards on softball fields designated 1-6 at Palmetto Bay Park, 17535 SW 95th Avenue, Palmetto Bay, Florida 33186 which services are to be provided with certain specific performance measures defined by this RFP. The Village will **receive sealed proposals no later than 3:15 p.m.** on or before **Friday, November 1st, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Palmetto Bay Park – Softball Scoreboard Replacements RFP# 2025-12-002"**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE**. A proposal guaranty in the amount of five percent (5%) of the proposal must accompany each proposal 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 solicitation.

A pre-submission meeting is scheduled for **Wednesday, October 16th, 2024, at 2:30 p.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Monday, September 30th, 2024**. All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Palmetto Bay Park – Softball Scoreboard Replacements (the "Project")

The Village is seeking a qualified contractor for the installation of six (6) wireless softball scoreboards to replace existing scoreboards on softball fields designated 1-6 at Palmetto Bay Park, 17535 SW 95 Avenue, Palmetto Bay, Florida 33186. Installation shall comply with existing South Florida Building Codes for installation of scoreboards, and the Proposer shall be responsible for verifying code requirements and obtaining all necessary permits and approvals from appropriate governmental agencies.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 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 questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Tuesday, October 22nd, 2024, no later than 3:00 p.m. The Addendum will be posted by Wednesday October 23rd, 2024, no later than 3:00 p.m. on Vendor Registry.

3.04 Addenda to RFP

The Village 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 Company having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer 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 unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred 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. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 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 an RFP;
- 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.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 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 Proposer to observe any provision of this RFP.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a 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_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal 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 Proposer and the Procurement Specialist regarding this proposal 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.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. References
4. Acknowledgment, Warranty, 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. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the 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 after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer 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.

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, and its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a 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 subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer 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 Proposer 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 Proposer 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. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.17 Submittal of One Proposal Only

No individual or business entity shall be allowed to make more than one proposal, or to be interested in more than one proposal.

3.18 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village 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.

3.21 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.22 Contract Time
The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.23 Liquidated Damages
The Proposer and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation
Proposers 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 in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors
If the Proposer intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting 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.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Proposer 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 Proposer

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 Village. The Village may make a determination 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 Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful proposer to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful proposer declines to make any such substitution, the Contract shall not be awarded to such Proposer and the Bid Guaranty of that Proposer shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful proposer, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such Proposer proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.26 Indemnification

The Proposer shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Proposer's negligence, at both trial and appellate levels. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall

in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

3.27 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 of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.28 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: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.29 Force Majeure

The performance of any act by the Parties 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 for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.31 Work Delays

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or

labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. 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.

3.32 Proposal Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified 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 fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.

The bid guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful proposer fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Proposer shall be forfeited.

3.33 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. 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 fifty thousand dollars and zero cents ($50,000.00) a surety bond is 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

SECTION 4.0: Scope of Services

4.01 Scope of Work

The Village is seeking the services of an experienced, fully licensed and insured contractor for replacement of the existing six (6) wireless scoreboards at Palmetto Bay Park. The contractor shall be responsible in visiting the site and assessing the requirements necessary to successfully complete this project.

- Proposal shall include specified scoreboard, or equivalent, and all operational components, control consoles and controller carrying case for each, wiring, mounting materials, installation, training and warranty services. The specified scoreboard shall be the Varsity 3388 softball and sixteen feet (16') sponsors panel to read 'Palmetto Bay Park'.
- The successful Proposer must submit as part of the permit process, a stamped sealed drawings from an engineer licensed by the State of Florida, verifying compliance with current codes including wind. This may be manufacturer provided, however, should they not verify compliance with current South Florida/Miami-Dade Building Code, then stamped sealed drawings shall be required from a qualifying engineer. Likewise, the scoreboard mounting hardware connecting the scoreboard to the structural supports must verify compliance to existing Miami-Dade Building Code via submittal of stamped sealed drawings from the manufacturer and/or engineer licensed by the State of Florida. Note: Drawings shall include electrical requirements and locations.
- **Electrical modifications to existing and reconnection to scoreboards shall be performed under separate procurement by the Village.**
- As a part of the installation and permit process, existing scoreboards must be disconnected. **Power sources must be safeguarded until reconnection to new scoreboards occurs**.
- Also, as a part of the installation and permit process, existing scoreboards and vertical steel columns must be removed and discarded. The Proposer must fill voids from removal of vertical columns and may use fill from excavating new holes for new support columns and must safety cover/secure during time lapse in the filling in of voided areas. Any required testing (such as percolation) and/or that required by a governmental agency shall be the responsibility of the successful Proposer.
- Scoreboard displays shall be designed for installation and use in wet environments to ensure rain and other common weather conditions will not hinder operations. Scoreboards shall include cabinets, mounting hardware, control console (includes custom software running on an internal microprocessor; hard carrying cases), stereo patch cable, junction box, and a second (backup) control console with built in wireless transmitter (for each scoreboard). Cabinets include a self-supporting frame constructed from extruded aluminum channel and formed aluminum pieces. Face and back sections to be made from aluminum sheet material. Masks protecting the LED

displays are also made from aluminum sheet material finished with enamel paint. Other cabinet surfaces are mill finish. The color of LED displays and scoreboards will be determined. LED rated for one hundred thousand (100,000) hours of use.

- Display features must include two-digit run total for both home and guest; two (2) digit inning; one (1) digit error (E) or hit (H) or indicator light for each; one (1) digit ball count; one (1) digit strike count; one (1) digit out count…all of which shall be a minimum fifteen inches (15") tall.
- Components serviceable from front of cabinet; eye bolts for lifting; integrated mounting points.
- Optional equipment shall include data cable for hard-wired installation should the Village choose as future consideration.
- The new scoreboard for Field 6 shall be relocated behind the right-center field fence mimicking scoreboard locations on field 1-5. The Parks and Recreation Department shall confirm location with successful Proposer.
- Work under this Contract shall consist of all equipment, materials, supplies and manufactured articles and for performing all labor, work or other operations required for the fulfilment of the contract in strict accordance to the contract documents.
- The Village has no on-site storage of new scoreboards and/or components prior to installation. Therefore, the successful Proposer shall schedule delivery of each scoreboard the respective day of installation.
- The successful Proposer shall be responsible in providing the necessary barricades, signage or necessary safety measures to safeguard the general public. The Village shall provide public service/social media announcements of the work and anticipated timeframe.
- The successful Proposer shall be responsible for the overall safeguarding of the areas of work, and schedule and conduct the work in a manner which shall not interfere with scheduled events and activities; and shall not cause annoyance to residents in close proximity to the project.
- It shall be the sole responsibility of the Proposer to dispose of all construction debris at an authorized landfill and all cost incurred shall be borne by the Proposer, including disposal of the old scoreboards.
- The Proposer shall be required to obtain all necessary permits from any and all necessary agencies and shall include said cost in quote offered. The Proposer shall be responsible to obtain underground clearance as may be necessary and shall assume responsibility for any damage as a result of failure to do so.

4.02 Proposal Sheet

RFP# 2025-12-002 Palmetto Bay Park – Softball Scoreboard Replacements

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

1. The price listed from the Proposer 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.

2. I hereby certify that I am authorized to act on behalf of the Company, 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 RFP and shall conform with all requirements of the RFP.

_____

Name

_____

Signature

_____

Title

_____

Date

Section 5.0: Proposal Submission Requirements

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 3:15 p.m. EST November 1st, 2024.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*:**

1. ***Introduction Letter***
A letter introducing the Proposer to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

2. ***Experience***
The Proposer shall have a minimum of three (3) years of successful experience. 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. The Proposer shall provide three (3) references for the jobs summarized.

3. ***Litigation History***
The Proposer shall provide a summary of any litigation or arbitration that the Proposer, 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 Proposer it determines to be excessively litigious.

4. *Insurance Requirement*

The Proposer 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 Proposer is able to obtain the required insurance and that the Proposer shall add the Village as an additional insured.

5. *Addenda*

Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

6. *Proposal Sheet*

The Proposer will fill in the proposal sheet and submit with the proposal.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF PROPOSALS

The award of the contract is subject to Village Council approval. Other aspects of approval are if the Company has the experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Company to perform the work in conformity with the Contract documents, and the Company 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 Company(s) for additional essential information to complete their score. The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Company.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Proposer			
Criteria	*Points Allowed*	*Points Allotted*	*Notes*
Size of scoreboard / Ease of Information Viewing / Aesthetics	40		
Installation Methodology / Code Compliance	20		
Experience / Past Installations / Qualifications / References	20		
Cost of Scoreboard / Comparison to like Sizes Proffered	20		
TOTALS	**100**		

SECTION 7.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Monday, September 30th, 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Wednesday, October 16th, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	2:30 p.m.
Last day to Submit Questions	Tuesday, October 22nd, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, October 23rd, 2024	Posted on Vendor Registry	3:00 p.m.
Proposal Submission Date	Friday, November 1st, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:15 p.m.

A. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement

The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made 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 Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Proposal Form have been completed.

SECTION 8.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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 Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, which shall include all the information requested below. The Village should not be listed as one of the references provided.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Palmetto Bay Park – Softball Scoreboard Replacements
Request for Proposal No. 2025-12-002

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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:

Contracted Services Information:

Scope of Work: _____
_____
_____

Initial Value of Contract: _____ Final Value of Contract: _____
Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted 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,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 subcontract 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 proposal 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 Village 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: _____

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 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 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 Company 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: _____

Company: _____

Date:_____

Continued 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

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: _____

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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:_____

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

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: _____

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 subcontractor, 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, and as any may be amended.

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 Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

BUSINESS ENTITY AFFIDAVIT

Proposer 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 Proposer 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a 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)

_____

Name of Entity, Individual, Partners or Corporation

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

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 subcontractors, 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: _____

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, RFP# 2025-12-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 : _____
(Subcontractor's Names) to comply with such act or regulation.

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

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 proposal 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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer 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:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5) and in Chapter 448.095 F.S., and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a) and on section 448.095 F.S., and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____("**Company**")

Vendor FEIN:_____

Address_____

City:_____ State: _____Zip:_____

Phone number:_____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ 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:
☐ 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.)

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Palmetto Bay Park – Softball Scoreboard Replacements**
RFP No. 2025-12-002 in accordance with Contract Documents as prepared by the Village

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).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder 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,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Palmetto Bay Park – Softball Scoreboard Replacements**
RFP No. 2025-12-002 in accordance with Contract Documents as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. 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: _____

Alessia Bencomo, Procurement Specialist

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 _____ is authorized to do business in the State of Florida, 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")
Palmetto Bay Park – Softball Scoreboard Replacements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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: Palmetto Bay Park – Softball Scoreboard Replacements (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-12-002
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City 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 _____ (Company), dated the _____ day of _____, 20____, for the construction of the **Palmetto Bay Park – Softball Scoreboard Replacements** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay

the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

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

Witness:_____	Witness:_____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Palmetto Bay Park – Softball Scoreboard Replacements
CONTRACTOR:
CONTRACT NO: 2025-12-002
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF §_____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a Company, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Palmetto Bay Park – Softball Scoreboard Replacements** the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

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

Witness:_____	Witness:_____
Principal	Surety
By:_____	By:_____
Name:_____ (Print)	Name:_____ (Print)
Title:_____	Title:_____
Date:_____	Date:_____
Address:_____	Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Palmetto Bay Park – Softball Scoreboard Replacements**

Invitation to Bid#: 2025-12-002

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 Village of Palmetto Bay, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work

performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____
_____
Print Name

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Palmetto Bay Park – Softball Scoreboard Replacements**

Invitation to Bid#: 2025-12-002

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 Village of Palmetto Bay, 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: **Palmetto Bay Park – Softball Scoreboard Replacements**

Invitation to Bid#: 2025-12-002

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: **Palmetto Bay Park – Softball Scoreboard Replacements**

Invitation to Bid#: 2025-12-002

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.

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

Draft Contract for: Palmetto Bay Park – Softball Scoreboard Replacements

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised a Request for Proposal ("RFP") on **September 30th, 2024** for the **Palmetto Bay Park – Softball Scoreboard Replacements**; and

WHEREAS, the Company submitted a proposal dated **November 1st, 2024**, in response to **RFP# 2025-12-002**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the proposal to the Company to install six (6) wireless softball scoreboards to replace the existing scoreboards on softball fields designated 1-6 at Palmetto Bay Park on behalf of the Village and approved the proposal submitted by the Company in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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Article I. Exhibits

The Exhibits below are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract

B. RFP# 2025-12-002 issued by the Village.

C. Proposal submitted by the Company showing breakdown of costs.

D. Resolution No. 2024-___

Article 2. Scope of Work

1. The Work is generally described as follows:

To install six (6) wireless softball scoreboards to replace existing scoreboards on softball fields designated 1-6 at Palmetto Bay Park, 17535 SW 95 Avenue, Palmetto Bay, Florida 33186. Installation shall comply with existing South Florida Building Codes for installation of scoreboards, and the Proposer shall be responsible for verifying code requirements and obtaining all necessary permits and approvals from appropriate governmental agencies.

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFP# 2025-12-002** and plans furnished. The Company warrants that all materials and equipment furnished will be new and

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of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work. The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of **MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE** to work and the materials supplied.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors 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 test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to 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.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of 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, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. 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 Project as applicable.

4. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

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Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants 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 required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The 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.

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project**.** Based on the Contractor's proposal the total amount is _____ ($_____). The Company shall give a detailed description of any work that requires additional compensation if the Project exceeds the total price. Any additional compensation must be approved by the Village and which can be denied in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company either failed to provide a detailed need for the additional amount or if the Village denies additional compensation.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within five (5) working days of the date of the Village's notice. The Village may request

additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

The Village desires to enter into this Contract only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Contract, so that its liability for any such breach never exceeds the sum of $_____. The Company hereby expresses its willingness to enter into this Contract with a $_____ limitation on recovery for any action for breach of contract. According, and in consideration of the separate consideration of $_____, the receipt of which is hereby acknowledged, the Village shall not be liable to the Company for damages to the Company in an amount in excess of $_____, for any action for breach of contract arising out of the performance non-performance of any obligations imposed upon the Village by this Contract. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended to be a waiver of limitation placed upon the Village's liability as set forth in Florida Statutes Section 768.28.

Article 8. Construction Supervision/Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Fanny Carmona, the Director of Parks and Recreation. The Villages' assigned Project Manager is Fanny Carmona, the Director of Parks and Recreation.

B. The Project Manager shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 9. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:

Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Company:

Owner/Principal
Title
Company Name
Address1
Address2

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. 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, including but not 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. Termination 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 with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village 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, including 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. The Village shall not be liable for any damages for 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 compensatory damage, and in no event more than the amount in paragraph 7, above.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village 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 are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after

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the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (I0) days of written demand by the Village.

Article 11. Indemnification

The Company shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. 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, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (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 provided to the Village under Section 768.28, Florida Statutes.

Article 12. Insurance/Bonds

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured**.

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

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, and its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company 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 its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, 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 within five (5) 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.

A. If required, Performance and Payment Bonds must be received before Notice to Proceed is issued. Each bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.

Article 13. Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 14. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 15. Waiver

The failure of either Party 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 Contract shall not constitute 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 Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the 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. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 17. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 18. Conflict of Interest

The 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 as if fully set forth.

Article 19. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend,

or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 22. Counterparts

This Contract 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 Contract.

Article 23. 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 property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company'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, Village employees or Village property.

Article 25. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in 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. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 26. 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 subcontractors as it may employ, to engage in discrimination in employment of persons on any basis

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prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 27. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. 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 28. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found https://www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 29. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 30. E-Verify

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

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Article 31. Subcontractor

The use of subcontractor is permissible under this Contract provided that the subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In the event of dissatisfactory performance, the Company is responsible and shall complete the work if required by the Village at the Company's expense.

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IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

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Palmetto Bay Park
Softball Scoreboard Replacements
RFP# 2025-12-002

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

Attn: THE VILLAGE CLERK

Proposer:
i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905

John Hose, President
(239) 687-3223 ext. 700

November 1, 2024

TAB 1
INTRODUCTION LETTER

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33175

Attn: The Village Clerk

i2 Visual, Inc. is please to have the opportunity to negotiate this project, and have 13 years experience negotiating similar projects. We are a diverse team of over 40 with a fleet of more than 20 service and installation vehicles, a state-of-the-art manufacturing facility and a highly experienced project management team.

We specialize in LED digital signage and can offer unique solutions to difficult challenges. We offer a 5 year parts and on site labor warranty, as well as other extended warranty options.

i2 Visual's staff includes several highly trained and experienced team leaders with full comprehension of fixed digit and video scoreboards, as well as sound applications from design, implementation, installation, training, and service. The company also maintains a fully staffed 24 hour technical support department.

Our client base includes:

- Nova Southeastern University
- Valencia College
- School District of Lee County
- School District of Hillsborough County
- Florida State Fair
- Sarasota County Government

We're a state certified electrical sign contractor ES000361, and have 2 Digital Signage Certified Experts on staff, as well as one LEED AP. Any clarification or decisions needing to be made regarding this project, I can be reached at (239) 687-3223 ext 700, or by email at john.hose@i2visual.com. In addition, Chelsea Hose; Vice-President, has the authority to do the same. She can be reached at (239) 687-3223 ext 701, or by email at chelsea.hose@i2visual.com

Sincerely,

John T. Hose

John Hose, President

i2 Visual, Inc.

About i2 Visual

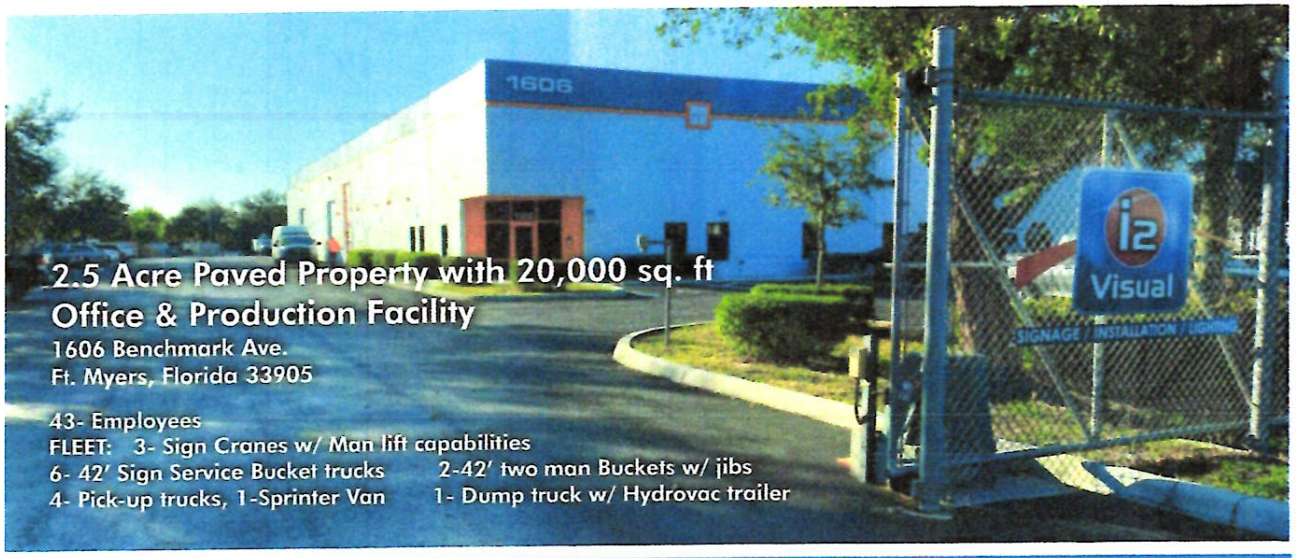
State of the art equipment coupled with i2 Visual's experienced dedicated professionals promise to make your next project something to be proud of.











2.5 Acre Paved Property with 20,000 sq. ft Office & Production Facility
1606 Benchmark Ave.
Ft. Myers, Florida 33905

43- Employees
FLEET: 3- Sign Cranes w/ Man lift capabilities
6- 42' Sign Service Bucket trucks 2-42' two man Buckets w/ jibs
4- Pick-up trucks, 1-Sprinter Van 1- Dump truck w/ Hydrovac trailer

SERVICES

STATEWIDE SERVICE AREA

Professional Design & Consulting Services

i2 Visual provides specifications and creative designs specifically for today's projects, from interior code required ADA signage, wayfinding / directional systems and identification signage. They will help maintain consistency of existing signage programs as new signage added. i2 Visual is a state certified electrical sign contractor.

Fabrication & Manufacturing

i2 Visual has manufacturing capabilities in house:
CNC Router, CNC Lasers, Rotary Engraving, ADA Signage manufacturing with 3d sign printing as well as conventional manufacturing and assembly including a full metal fabrication shop.

Installation

i2 Visual has one of the largest team of experienced technicians and fleet of specialty vehicles for digging, lifting, moving, assembling and installing signs from small ADA signage, Building Identification, freestanding signage, banners, large scoreboards and digital displays.
If you have your own signage and need it installed, they will install it for you.

Maintenance & Service

i2 Visual can provide service on all electrical signage including scoreboards and digital displays. They can refurbish existing signs and can convert lighting to more cost affective LED lighting.









i2 Visual Inc. 1606 Benchmark Ave. Fort Myers, Florida 239-687-3223 866-420-9909 State License ES0000361 Sales@i2Visual.com

The Wise Choice

i2 Visual, Inc. Key People



John F. Hose
President
Qualifier ES0000361

John is a graduate of the University of Washington and former U. S. Navy electronics technician. He has been involved in the electrical sign industry in Florida since 1987.
He was the founder of Images Graphic Specialties and has been working with government agencies for over 30 years. He is a Florida State Certified Electrical Sign Contractor,
a Digital Signage Certified Expert (DSCE),
a LEED Associated Professional
(green building
Expert).



Richard E. Roberts
Creative Director

Richard has been involved in all phases of the electric sign industry since 1975. He is a Digital Signage Certified Expert (DSCE). Ric is a former Lee County Board of Adjustment and Appeals Board Member, former Daytona Beach Community College Community Advisory Board member for Advertising and Graphic Arts Program.



Chelsea Hose
Vice President

Chelsea attended Florida Southwestern State College and has been involved in the sign industry for her adult life. She is currently serving on the International Sign Association "Young Elite 35", an exclusive group promoting education and professionalism in the industry. She is Currently VP of Operations and is responsible for the overall management team, manufacturing and service / installation.



Charles Brown
Field Operations

Charles (Chuck) has been installing and servicing all types of electrical signs for 30 plus years. He has worked for Federal Sign, Image Graphic Specialties and Certified Maintenance. He is skilled with UL listings, NEC regulations, concrete and structural steel. He has vast experience repairing most of the major electronic sign manufacturer's products.

QUALIFICATIONS

- Established in 2011, i2 Visual is a major provider of signage and sign installation services with statewide coverage. We are staffed and experienced to successfully design, permit, manage, manufacture, and install many sign projects.
- Florida Certified Electrical Sign Specialty Contractor ES-0000361.
- Experienced in Electronic Displays, Scoreboards and Commercial Electrical Signs.
- Experienced Working on Right-of way projects (MOT Planning).
- 4- Sign Cranes w/ man lift capabilities, 8 Special Sign Service Bucket trucks 1-Dump truck w/Hydrovac Trailer 4-pick-up trucks, Large Sprinter Van. 5 utility trailers.
- In-house design and manufacturing capabilities.
- Experience with Schools and Government Projects.
- Financially Stable, fully licensed, bonded and insured - over $9,000,000 in annual sales.
- 41 full-time employees.

TAB 2
RESPONDENT EXPERIENCE

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905

Statement of Experience

I, John Hose, affirm i2 Visual, Inc. has 13 years of experience manufacturing and installing various types of signage, scoreboards and advertising components. These include but are not limited to; scoreboards, marquees/monument signs, digital signage, flags & flagpoles, channel & aluminum letters, and vinyl wraps, since it was established in 2011.

By: Chelsea Hose DATED on October 31, 2024
(Authorized Signature)

Name: Chelsea Hose
(Print Name)

Title: Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me on this 31 day of October, 2024, by Chelsea Hose of, i2 visual on behalf of the corporation. He/She is personally ~~known~~ to me or has produced _____ as identification.

SUSAN LONG
Notary Public - State of Florida
Commission: HH 205915
Expires: 04/06/2026

Notary's Signature: _____
Print Name: Susan Long
Commission No.: HH 205915

Experience / References

Project	Finished Product
Aubrey Rodgers GGG High School 15100 Veterans Memorial Blvd, Naples, FL 34110 **Contact Person:** Ellen Bisogno – OAK Construction ebisgogno@oakfl.com (239) 225-5108 **Project Scope:** Furnish and install 3 scoreboards (football, baseball, and softball) and 2 play clocks **Date of Completion:** May 2023 **Contract Amount**: $402,152	
Dowdy Park 906 N. Dixie Highway, Hollywood, FL 33020 **Contact Person:** Eileen See – State Contracting & Engineering Corp. csee@statecontracting.com (954) 923-4747 **Project Scope:** Furnish and install basketball scoreboard. **Date of Completion:** July 2024 **Contract Value**: $14,085	
Wellington High School 2101 Greenview Shores Blvd., Wellington, FL 33414 **Contact Person:** Thomas Cox – School District of Palm Beach Thomas.cox@palmbeachschools.org (561) 436-1526 **Project Scope:** Furnish and install 7' x 25' baseball scoreboard & 5' x 9' basketball scoreboard. **Date of Completion:** August 2023 **Contract Value**: $38,425	

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Palmetto Bay Park – Softball Scoreboard Replacements
Request for Proposal No. 2025-12-002

Name of Company: i2 Visual, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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:

Contracted Services Information:

Scope of Work: Furnish and install Football Scoreboard

Initial Value of Contract: $402,152.00 Final Value of Contract: $402,152.00
Length of Contract: less than one year
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

i2Visual has always been extremely reliable whether signage or scoreboards. They have met every deadline and are always available by phone to answer any questions. We have used them for many years and will continue to do so.

Name of Public Entity/Company:
Owen Ames Kimball Co.

Name of Individual completing this form: Ellen J. Bisogno

Signature: Ellen J. Bisogno Title: Sr. Project Manager

Telephone: 239-225-5108 Email: ebisogno@oakfl.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Palmetto Bay Park – Softball Scoreboard Replacements
Request for Proposal No. 2025-12-002

Name of Company: i2 Visual, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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:

Contracted Services Information:

Scope of Work: Install basketball scoreboard

Initial Value of Contract: $14,085.00 Final Value of Contract: $14,085.00
Length of Contract: 6 months
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Great company to work with. Great communication and easy team to coordinate with.

Name of Public Entity/Company:
State Contracting & Engineering Corp.

Name of Individual completing this form: Eileen See

Signature: _____ Title: Senior Project Manager

Telephone: 954-802-6578 Email: esee@statecontracting.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Palmetto Bay Park – Softball Scoreboard Replacements
Request for Proposal No. 2025-12-002

Name of Company: i2 Visual, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant 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:

Contracted Services Information:

Scope of Work: Furnish and install baseball scoreboard.

Initial Value of Contract: $30,000/$250,000 Final Value of Contract: $750,000
Length of Contract: 3 years
Would you enter into a contract with the Company in the future? ✓ Yes ____ No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

i2 Visual is currently a Bid awarded vendor, Annual spend is #250K, 3 year Contract
We have contracted their services on several projects with No Issues.
Please feel free to contact me directly with any questions

Name of Public Entity/Company:
School District of Palm Beach County

Name of Individual completing this form: Thomas G Cox III

Signature: [signature] Title: Area Manager

Telephone: 561-436-1526 Email: thomas.cox@palmbeachschools.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

TAB 3
LITIGATION HISTORY

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905

Statement of Litigation

I, John Hose, affirm there are no prior or pending litigation or investigation, either civil or criminal, involving a government agency or which may affect the performance of the services to be rendered in which i2 Visual, Inc., or any of our employees have been involved in within the last three (3) years.

By: Chelsea Hose
(Authorized Signature)

DATED on October 31, 2024

Name: Chelsea Hose
(Print Name)

Title: Vice President

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me on this 31 day of October, 2024, by Chelsea Hose of, i2 Visual on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary's Signature: _____
Print Name: Susan Long
Commission No.: HH 205915

SUSAN LONG
Notary Public - State of Florida
Commission: HH 205915
Expires: 04/06/2026

TAB 4
INSURANCE REQUIREMENTS
&
LICENSES

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, i2 Visual, Inc. (hereinafter called the Principal), and Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New Hampshire is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of 5% of total 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")
Palmetto Bay Park – Softball Scoreboard Replacements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 i2 Visual, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Ohio Casu as "Surety" herein, has caused these presents to be signed in its name by its Attorney In Fact, under its corporate seal, this 30 day of October, and attested by its N/A, A.D., 2024.

ATTEST:

Chelsea Hose

i2 Visual, Inc.

Vice President (Title)

By: Chelsea Hose.

(Principal)

ATTEST:

Donna Setaro

Donna Setaro, Witness

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).

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212644-971601

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Belinda Shiflett; Donna Setaro; Joel R. Shapiro

all of the city of Fort Myers state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of October, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of October, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2024

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	CONTACT NAME: Diana (Dee-Dee) Thompson	
Patriot Growth Insurance Services, LLC 8382 Baymeadows Road, Suite #2 Jacksonville FL 32256	PHONE (A/C, No, Ext): (800) 563-5467	FAX (A/C, No): (904) 530-5003
	E-MAIL ADDRESS: dthompson@insuresig.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: American Interstate Insurance Company	31895
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
i2 Visual, Inc.
1606 Benchmark Avenue
Fort Myers FL 33905

COVERAGES **CERTIFICATE NUMBER:** CL2441636053 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			NGL-1003112-04	03/20/2024	03/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			NBA-1003111-04	03/20/2024	03/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			NEC-6006067-04	03/20/2024	03/20/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL3178232024	05/09/2024	05/09/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Re: Bid for Palmetto Bay Park- Softball Scoreboard Replacements

CERTIFICATE HOLDER

Village of Palmetto Bay, Building Department
9705 E Hibiscus St
Palmetto Bay FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AS A SIGN ELECTRICAL SPECIALIST

HOSE, JOHN FREDERICK

I2 VISUAL INC
1606 BENCHMARK AVE.
FORT MYERS FL 33905

LICENSE NUMBER: ES0000361

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/05/2024

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.

The City of Fort Myers, Florida

Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901
Email: businesstax@cityftmyers.com

SERVICES

EFFECTIVE 08/30/2024 - EXPIRING 09/30/2025

i 2 VISUAL INC
1606 BENCHMARK AVE
FORT MYERS, FL 33905

Business Tax #: BUS-000672-2021

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 08/30/2024 until 09/30/2025..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: ELECTRIC SIGN CONTRACTORS

CITY OF FORT MYERS FLORIDA
Business Tax Receipt

1606 BENCHMARK AVE
i 2 VISUAL INC
Business Tax#: BUS-000672-2021

(397) b. Service Establishments: General

ALCOHOL SALES PERMITTED: No ***HOMEBASED: No***

Owner: i 2 VISUAL INC, 1606 BENCHMARK AVE FORT MYERS, FL, 33905

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**

The City of Fort Myers, Florida

Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901
Email: businesstax@cityftmyers.com

SPECIALTY CONTRACTOR

EFFECTIVE 09/04/2024 - EXPIRING 09/30/2025

i 2 VISUAL INC
1606 BENCHMARK AVE
FORT MYERS, FL 33905

Business Tax #: BUS-000673-2021

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 09/04/2024 until 09/30/2025..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: ELECTRICAL CONTRACTOR

CITY OF FORT MYERS FLORIDA
Business Tax Receipt

1606 BENCHMARK AVE
i 2 VISUAL INC
Business Tax#: BUS-000673-2021

(121 e.) Signs

ALCOHOL SALES PERMITTED: No ***HOMEBASED: No***

Owner: i 2 VISUAL INC, 1606 BENCHMARK AVE FORT MYERS, FL, 33905

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**

2024-2025
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1046554
Receipt Number: 1701225
State License Number: ES0000361

Account Expires: September 30, 2025

Location:
1606 BENCHMARK AVE
FT MYERS, FL 33905

May engage in the business of:
SPECIALTY CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

I2 VISUAL INC
HOSE JOHN F
1606 BENCHMARK AVE
FT MYERS, FL 33905

Payment Information:		
PAID	INT-00-02506903	08/04/2024
		$ 50.00

TAB 5
ADDENDUMS

ADDENDUM NO. 1

Date: October 23rd, 2024

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposal No. 2025-12-002
PBP Softball Scoreboard Replacements

This Addendum forms part of the Request for Proposal (RFP) Package advertised on September 30th, 2024, and with a proposal opening date of November 1st, 2024, with any amendments and/or additions noted below.

Question No. 1: Does the scoreboard have to be Varsity 3388 softball?

Response: The scoreboard should be Varsity 3388 softball or equivalent.

Question No. 2: Did anything specifically change in the scope of work?

Response: *Please reference Section 4 "Scope of Services" on page 14-15.*

Question No. 3: Would the Village like a back-up controller for each scoreboard? Please confirm that the Village is asking for two (2) controllers for each scoreboard for a total of twelve (12)?

Response: *Yes, two (2) controllers for each scoreboard for a total of twelve (12).*

Question No. 4: Does the scoreboard have to be 16' or can the scoreboard be 14'?

Response: *Please follow the specific requirements that are listed in the scope of services on page 14-15 of the RFP. Please note that different scoreboard options can be included in the proposal which the Village Evaluation Committee Members will review during the evaluation process.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, i2 Visual, Inc. (hereinafter called the Principal), and Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New Hampshire is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of 5% of total 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")
Palmetto Bay Park – Softball Scoreboard Replacements

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the 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 i2 Visual, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Ohio Casu as "Surety" herein, has caused these presents to be signed in its name by its Attorney In Fact, under its corporate seal, this 30 day of October, and attested by its N/A, A.D., 2024.

ATTEST:

Chelsea Hose

By: Chelsea Hose

i2 Visual, Inc.

Vice President (Title)

(Principal)

ATTEST:

Donna Setaro

Donna Setaro, Witness

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).

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2025-12-002

Title: PBP Softball Scoreboard Replacements

Name of Company i2 Visual, Inc.

Date Addendum Received 10/24/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Chelsea Hose

Signature Chelsea Hose

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

TAB 6
PROPOSAL

4.02 Proposal Sheet

RFP# 2025-12-002 Palmetto Bay Park – Softball Scoreboard Replacements

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

1. The price listed from the Proposer 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.

2. I hereby certify that I am authorized to act on behalf of the Company, 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 RFP and shall conform with all requirements of the RFP.

Chelsea Hose
Name

Signature

President
Title

10/29/2024
Date

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905



Phone: (239) 687-3223
sales@i2visual.com
i2visual.com

Bill to
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Ship to
Palmetto Bay Park
17535 SW 95 Avenue
Palmetto Bay, FL 33186

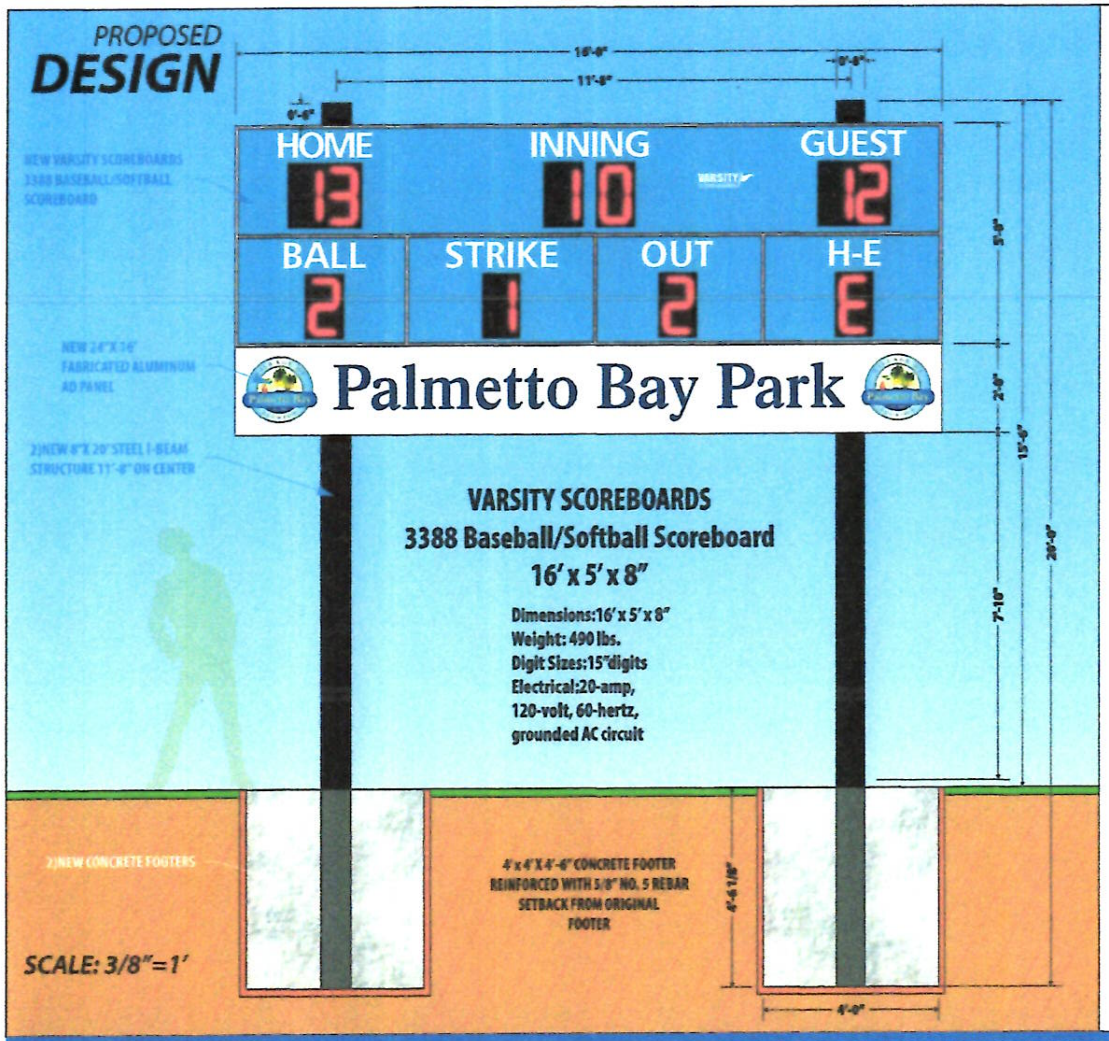
Quote #: q12437

Quote Date: 10/24/2024

Item	Description	Quantity	Price	Amount
Sales	Varsity Baseball Scoreboard 3388 5' x 16' Includes wireless receiver	6	$7,370.00	$44,220.00
Sales	24" x 16' header/ad panel	6	$1,275.00	$7,650.00
Sales	Varsity Wireless Controller	12	$1,290.00	$15,480.00
Sales	Controller Case	12	$225.00	$2,700.00
Installation	Installation including new structure Includes removal of old scoreboard and structure with demo to grade includes footer excavation, steel, culverts, rebar, relocation of electrical	6	$31,300.00	$187,800.00
Engineering	Sealed Engineered Drawings	1	$1,500.00	$1,500.00
Permit Procurement - Fixed	Permit Procurement - Lump Sum	1	$1,800.00	$1,800.00
Bond-PP	Payment and Performance Bond	1	$7,961.00	$7,961.00
Freight	Shipping from KY to FL	1	$4,225.00	$4,225.00

Tax:	$0.00
Total:	$273,336.00

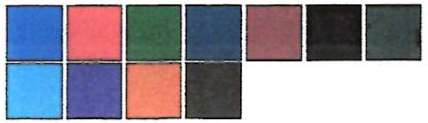
PROPOSED
DESIGN



EXISTING SCOREBOARD



VARSITY SCOREBOARDS COLOR SELECTION



POWER REQUIREMENTS

SCOREBOARD

(1) 20-amp, 120-volt, 60-hertz, grounded AC circuit, disconnect switch at the scoreboard is recommended. Specific power requirement information is also marked on the scoreboard's serial number label, located on the scoreboard. Power consumption is 72 watts.

Qty: 01

DESIGN 1 NEW VARSITY SCOREBOARD W/NEW POLE STRUCTURE

i2 Visual, Inc.
1606 Benchmark Ave.
Ft. Myers, FL 33905
(239) 209-6767

Customer Approved: _____
Date: _____

DIGITAL SIGNAGE FEDERATION MEMBER ISA MEMBER

Please review final artwork carefully. Your approval will indicate acceptance of materials including responsibility for errors, omissions and legal and ethical compliance.

Client Name:	VILLAGE OF PALMETTO BAY
Project Name:	PALMETTO BAY PARK NEW VARSITY SCOREBOARD
Address:	9705 EAST HIBISCUS ST. PALMETTO BAY FL. 33157
Drawing No.	001-AW
Date:	103024
WO Number:	?????

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905



Phone: (239) 687-3223
sales@i2visual.com
i2visual.com

Bill to
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Ship to
Palmetto Bay Park
17535 SW 95 Avenue
Palmetto Bay, FL 33186

Quote #: q12436

Quote Date: 10/24/2024

Item	Description	Quantity	Price	Amount
FP-BA-7200	Fair-Play BA-7200 Baseball Scoreboard 5' 6" x 14'	6	$4,860.00	$29,160.00
Sales	24" x 14' header/ad panel	6	$1,150.00	$6,900.00
FP-MP-80-0213	Fair-Play MP-80-0213 Wireless Controller	12	$1,100.00	$13,200.00
FP-C2062 Case	MP-80 Controller Case	12	$65.00	$780.00
FP-RCVR	Fair-Play Wireless Receiver	12	$450.00	$5,400.00
Installation	Installation including new structure Includes removal of old scoreboard and structure with demo to grade includes footer excavation, steel, culverts, rebar, relocation of electrical	6	$29,400.00	$176,400.00
Engineering	Sealed Engineered Drawings	1	$1,500.00	$1,500.00
Permit Procurement - Fixed	Permit Procurement - Lump Sum	1	$1,800.00	$1,800.00
Bond-PP	Payment and Performance Bond	1	$7,180.00	$7,180.00
Freight	Shipping from MO to FL	1	$4,225.00	$4,225.00

Tax:	$0.00
Total:	$246,545.00

REPLACEMENT SCOREBOARDS

SCOREBOARD REPLACEMENTS (5-ON EXISTING STRUCTURES 1-ON NEW STRUCTURE

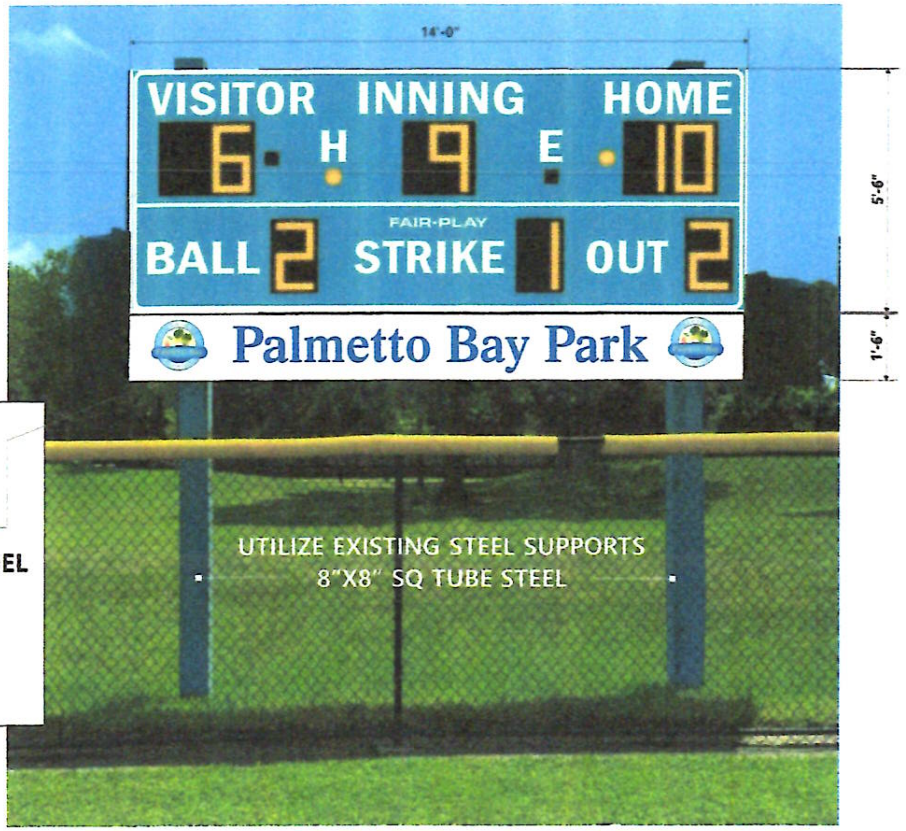
P-1



FAIR-PLAY SCOREBOARD
MODEL-BA-7200

FABRICATED ALUMINUM
NON-ILLUMINATED AD PANEL
W/ VINYL GRAPHICS

See Available
Standard Colors
P-2



TYPICAL EXISTING SCOREBOARD

TYPICAL PROPOSED SCOREBOARD ON EXISTING STRUCTURE

RFQ No, 2024-12-020

Client: VILLAGE OF PALMETTO BAY
Project Name: PALMETTO BAY PARK SCOREBOARDS
Address: 9705 EAST HIBISCUS ST.
PALMETTO BAY, FL 33157
Drawing # RR-001
Date: 08-07-24

STATE CERTIFIED
ES 0000361

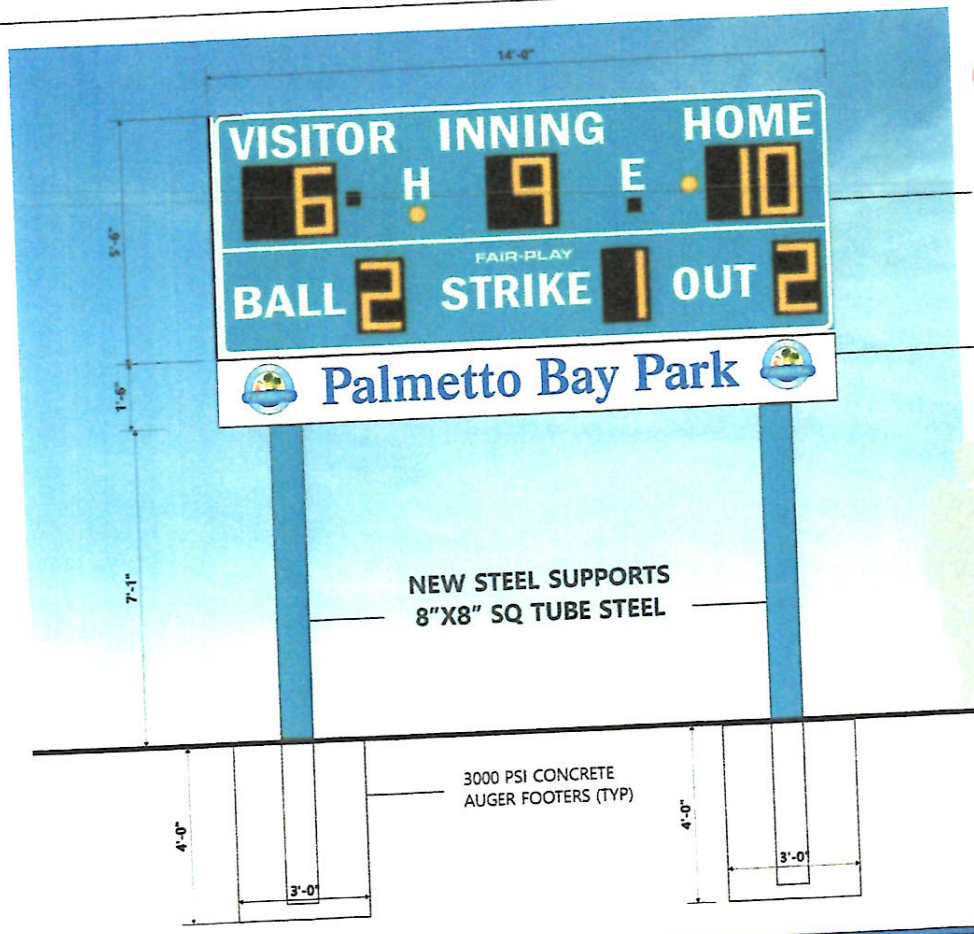
Some slight differences in dimensions may exist due to fabrication or material limitations incurred with fabrication.

Copy Right 2024

i2 Visual, Inc.
1606 BENCHMARK AVE.
FT. MYERS, FL 33905
239-687-3223
866-420-9909

SCOREBOARD REPLACEMENTS (5-ON EXISTING STRUCTURES 1-ON NEW STRUCTURE

P-2



PROPOSED

ONE (1) NEW SCOREBOARD & STRUCTURE

FAIR-PLAY SCOREBOARD
MODEL-BA-7200

FABRICATED ALUMINUM
NON-ILLUMINATED AD PANEL
W/ VINYL GRAPHICS

STANDARD SCOREBOARD COLORS



(White or custom scoreboard colors are available)

STANDARD TRIM / BORDER COLORS



RFQ No, 2024-12-020

Client: VILLAGE OF PALMETTO BAY
Project Name: PALMETTO BAY PARK SCOREBOARDS
Address: 9705 EAST HIBISCUS ST.
PALMETTO BAY, FL 33157
Drawing # RR-001
Date: 08-07-24

STATE CERTIFIED
ES 0000361

Some slight differences in dimensions may exist due to fabrication or material limitations incurred with fabrication.

Copy Right 2024

i2 Visual, Inc.
1606 BENCHMARK AVE.
FT. MYERS, FL 33905
239-687-3223
866-420-9909

TAB 7
PROPOSAL SUBMITTAL FORMS

SECTION 8.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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 Company complies fully with the above requirements.

Signature of Official: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company: i2 Visual, Inc.

Date: 10/29/2024

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
None	N/A	N/A	N/A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village 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 subcontract 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 proposal 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 Village 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: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company: i2 Visual, Inc.

Date: 10/29/2024

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS: Lee
COUNTY OF MIAMI-DADE }

Chelsea Hose being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: i2 Visual, 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 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 Company 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: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company: i2 Visual, Inc.

Date: 10/29/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st October day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde

NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

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 Chelsea Hose Chelsea Hose

For i2 Visual, Inc.

Whose business address is: 1606 Benchmark Ave., Fort Myers, FL 33905

And (if applicable) its Federal Employer Identification Number (FEIN) is: 27-5113425

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company Name: i2 Visual, Inc.

Date: 10/29/2024

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st day of October, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde

NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

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:
Chelsea Hose Chelsea Hose

(print individual's name and title)

for:
i2 Visual, Inc.

(print name of entity submitting sworn statement)

whose business address is: 1606 Benchmark Ave., Fort Myers, FL 33905

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-5113425

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 subcontractor, 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, and as any may be amended.

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 Next Page

Signature of Official: Chelsea J Hose

Name (typed): Chelsea Hose

Title: Vice President

Company: i2 Visual, Inc.

Date: 10/29/2024

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st day of October, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde

NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

BUSINESS ENTITY AFFIDAVIT

Proposer 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 Proposer 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 proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer 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 and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, Chelsea Hose 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:

27-5113425
Federal Employer Identification Number (If none, Social Security Number)

i2 Visual, Inc
Name of Entity, Individual, Partners or Corporation

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

1606 Benchmark Ave., Fort Myers, FL 33905
Street Address Suite Village State Zip Code

Continued Next Page

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
John Hose	1606 Benchmark Ave. Fort Myers FL 33905	97 %
Richard Roberts	1606 Benchmark Ave. Fort Myers, FL 33905	3 %
		%

2. The full legal names and business address of any other individual (other than subcontractors, 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:

None

Signature of Official: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company: i2 Visual, Inc.

Date: 10/29/2024

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st day of October, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde

NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We i2 Visual, Inc. Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Palmetto Bay Park - Softball Scoreboard Replacement , RFP# 2025-12-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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 :

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company Name: i2 Visual, Inc.

Date: 10/29/2024

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st day of October, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde

NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS: Lee
COUNTY OF MIAMI-DADE }

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, and i2 Visual, 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: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company Name: i2 Visual, Inc.

Date: 10/29/2024

ACKNOWLEDGMENT

State of Florida

County of Lee

On this 31st day of October, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Chelsea Hose 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

Melissa Conde
NOTARY PUBLIC, STATE OF FLORIDA

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer 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 10/31/2024 at i2 Visual 1606 Benchmark Ave Fort Myers FL 33905 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: Chelsea Hose

Name (typed): Chelsea Hose

Title: Vice President

Company Name: i2 Visual, Inc.

Date: 10/29/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Lee

I, Chelsea Hose (the individual attesting below), being duly authorized byand on behalf of i2 Visual, Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5) and in Chapter 448.095 F.S., and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a) and on section 448.095 F.S., and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 31st day of October, 2024

Chelsea Hose

Signature of Affiant

Print or Type Name: Chelsea Hose

State of Florida

County of Lee

Signed and sworn to (or affirmed) before me,
this the 31st day of October, 2024.

My Commission Expires: 12.26.2027

Melissa Conde

Notary Public

NHCS – E-Verify 081815

MELISSA C. CONDE
Notary Public
State of Florida
Comm# HH475979
Expires 12/26/2027

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Chelsea Hose

Title: Vice President

Signature: Chelsea Hose Date: 10/29/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: i2 Visual, Inc. ("**Company**")

Vendor FEIN: 27-5113425

Address 1606 Benchmark Ave.

City: Fort Myers State: FL Zip: 33905

Phone number: (239) 687-3223 Email Address: sales@i2visual.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Chelsea Hose

Title: Vice President

Signature: Chelsea Hose Date: 10/29/2024

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)
i2 Visual, 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.)
1606 Benchmark Ave.

Requester's name and address (optional)

City, state, and ZIP code
Fort Myers, FL 33905

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
27 - 5113425

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Chelsea Hose Date ▶ 10/29/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

i2 Visual, Inc.
1606 Benchmark Ave.
Fort Myers, FL 33905



Phone: (239) 687-3223
sales@i2visual.com
i2visual.com

Bill to
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Ship to
Palmetto Bay Park
17535 SW 95 Avenue
Palmetto Bay, FL 33186

Quote #: q12686

Quote Date: 12/17/2024

Item	Description	Quantity	Price	Amount
FP-BA-7200	Fair-Play BA-7200 Baseball Scoreboard 5' 6" x 14'	6	$4,150.00	$24,900.00
Sales	24" x 14' header/ad panel	6	$1,150.00	$6,900.00
FP-MP-80-0213	Fair-Play MP-80-0213 Wireless Controller	6	$1,100.00	$6,600.00
FP-C2062 Case	MP-80 Controller Case	6	$65.00	$390.00
FP-RCVR	Fair-Play Wireless Receiver	6	$450.00	$2,700.00
Installation	Installation onto existing structure Includes removal of old and hookup to existing electrical	5	$5,400.00	$27,000.00
Installation	Installation including new structure Includes removal of old scoreboard and structure with demo to grade includes footer excavation, steel, culverts, rebar, relocation of electrical	1	$29,400.00	$29,400.00
Engineering	Sealed Engineered Drawings	1	$1,500.00	$1,500.00
Permit Procurement - Fixed	Permit Procurement - Lump Sum	1	$1,800.00	$1,800.00
Freight	Shipping from MO to FL	1	$4,225.00	$4,225.00
Freight	Allowance for potential tariffs that could be in place January 2025 for LED components	6	$990.00	$5,940.00
Bond-PP	Payment and Performance Bond	1	$3,782.00	$3,782.00

Tax: $0.00

Total: $115,137.00

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; APPOINTING A COUNCIL LIAISON TO THE ART IN PUBLIC PLACES (AIPP) BOARD; THE EDUCATION ADVISORY COMMITTEE; THE PARKS & RECREATION COMMITTEE; THE RESILIENCY COMMITTEE; AND THE TREE ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Appointing Council Liaisons-KC

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; APPOINTING A COUNCIL LIAISON TO THE ART IN PUBLIC PLACES (AIPP) BOARD; THE EDUCATION ADVISORY COMMITTEE; THE PARKS & RECREATION COMMITTEE; THE RESILIENCY COMMITTEE; AND THE TREE ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village of Palmetto Bay established a number of boards and committees to serve in an advisory capacity to the Village Council; and

WHEREAS, the Village Council wishes to re-assign Councilmember Liaison's to each existing and active advisory board and committee; and

WHEREAS, pursuant to Division 3, Section 2-57 of the Village's Code of Ordinances, the Village Council shall appoint a non-voting Council Liaison to each board or committee; and

WHEREAS, Council Liaisons are not members of each advisory board or committee and shall participate on the same status and terms as members of the public.

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 is desirous of re-assigning Councilmember Liaison's to each advisory board and committee.

Section 2. The Village Council shall appoint a non-voting council liaison to each board or committee. The Village Manager shall appoint a non-voting staff representative to each board or committee.

Section 3. The Mayor shall be a non-voting honorary liaison to each board or committee. Council liaisons are not members of the committee and shall participate on the same status and terms as members of the public. The duties of the Council Liaison are as follows:

(1) The Council Liaison is the intermediary between the Council and the Advisory Board or Committee.
(2) The Council Liaison should regularly attend his or her assigned Advisory Board or Committee meeting to strengthen the relationship between it and the Council.
(3) The Council Liaison makes sure the Advisory Board or Committee has the information it needs to function accordingly.

Section 4. Subject to Council approval, the Mayor may appoint non-voting Council Liaisons to each Advisory Board or Committee.

Section 5. The Village Council appoints the following Councilmembers to serve as the Council Liaison to their respective advisory board and/or committee:

a. Art in Public Places (AIPP) Board
Council Liaison: _____

b. Education Advisory Committee
Council Liaison: _____

c. Parks & Recreation Committee
Council Liaison: _____

d. Resiliency Committee:
Council Liaison: _____

e. Tree Advisory Board
Council Liaison: _____

Section 5. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 13th day of January, 2025.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Mark Merwitzer ____

Mayor Karyn Cunningham ____

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING ACTIONS RELATED TO THE ACQUISITION OF SURPLUS PROPERTY; DIRECTING THE VILLAGE MANAGER TO WITHDRAW APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Rescinding Tanglewood Acquisition

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING ACTIONS RELATED TO THE ACQUISITION OF SURPLUS PROPERTY; DIRECTING THE VILLAGE MANAGER TO WITHDRAW APPLICATIONS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, on February 5, 2024, the Village Council adopted Item 14K authorizing the expenditure of $14,000 for acquiring surplus property bearing folio number 33-5023-009-0120; and

WHEREAS, on March 20, 2024, at an emergency special council meeting, the Village Council adopted Item 3A, initiating an information campaign regarding said property; and

WHEREAS, the Village has expressed interest in additional surplus properties bearing folio numbers 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080 for the proposed Tanglewood Linear Park; and

WHEREAS, in 2018, Miami-Dade County approved the sale of a similar FPL easement parcel to adjacent homeowners, establishing a precedent for such transactions; and

WHEREAS, the Village Council recognizes and respects the property rights of adjacent landowners; and

WHEREAS, the proposed park location presents significant practical challenges, being situated under FPL power lines, which restrict shade-providing landscaping and limit recreational amenities; and

WHEREAS, the site serves as a critical FPL staging area during hurricane response operations, potentially compromising public safety and emergency preparedness if converted to a park; and

WHEREAS, adjacent residents have expressed strong opposition through a formal petition; and

WHEREAS, alternative locations exist within the Village that do not face similar constraints or conflicts with existing operational uses; and

WHEREAS, the Village Council finds it in the best interest of the Village and its residents to withdraw its applications for these properties.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The following Council actions are hereby rescinded:

(a) Item 14K, adopted February 5, 2024; and
(b) Item 3A, adopted March 20, 2024.

Section 3. The Village Manager is directed to:

(a) Immediately withdraw all Village applications, expressions of interest, and communications regarding the acquisition of the referenced Miami-Dade County surplus properties bearing folio numbers 33-5023-009-0120, 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080;

(b) Take all necessary and appropriate actions to terminate, in accordance with their respective terms and conditions, any contracts, agreements, or arrangements for lobbying services related to these properties;

(c) Terminate in an orderly manner all discretionary expenditures, activities, and communications related to these acquisitions, except those necessary for compliance with this Resolution or required by law;

(d) Provide an initial status report at the March 3rd, 2025, regular council meeting regarding compliance with this Resolution, and if all actions have not been completed by that date, provide a detailed written report identifying any pending items and the plan for their resolution.

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

PASSED and **ADOPTED** this 13th day of January, 2025.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 13, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW SEATING ARRANGEMENT ON THE COUNCIL DAIS IN VILLAGE HALL CHAMBERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Dais Seating Arrangement

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW SEATING ARRANGEMENT ON THE COUNCIL DAIS IN VILLAGE HALL CHAMBERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, over the years, the seating arrangement on the Village Council dais in Village Hall Chambers has been changed following Council elections or when Councilmembers request new seating; and,

WHEREAS, upon the swearing in of a Councilmember and Vice Mayor on Dec. 5, 2024, the occasion has arisen to create a new seating arrangement on the Council dais; and,

WHEREAS, the Councilmember sponsoring this resolution asks the Council to accommodate her request for a new seating arrangement as described in Section 2 of this resolution.

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

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The Village Council approves a new seating arrangement on the Council dais in Village Hall Chambers, as follows: when viewing the dais from the audience, seating from left to right: 1st seat - Village Attorney; 2nd seat -Council District 2; 3rd seat – Council District 1; 4th seat – Mayor; 5th seat – Vice Mayor; 6th seat – Council District 3; 7th seat – Village Manager.

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

PASSED and **ADOPTED** this 13th day of January, 2025.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____