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, DECEMBER 9, 2024 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

(SWEARING-IN CEREMONY OF NEWLY & RE-ELECTED VILLAGE COUNCIL)
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.

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

3. **APPROVAL OF MINUTES**

   A. Regular Council Meeting (November 4, 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. Presentation: Citizens' Independent Transportation Trust (CITT) (Executive Director, Javier Betancourt)

B. Presentation: Pickleball Courts (Diadem Pickleball)

C. Departmental Updates

D. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update: January 2025

8. BOARD AND COMMITTEE REPORTS

A. Parks and Recreation Committee Meeting (September 5, 2024)

B. Resiliency Committee Meeting (September 19, 2024)

C. Youth Community Involvement Task Force Meeting (September 27, 2024)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

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 INSTALLTION OF SPEED PHOTO ENFORECMENT SYSTEMS TO MONITOR AND ENFORCE SCHOOL ZONE SPEED LIMITS; ADOPTING ALL APPLICABLE REQUIRMENTS 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 ENFORECMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by the Administration and Prepared by Village Attorney, John C. Dellagloria) (Passed on*

First Reading on November 4, 2024)

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, REQUIREMENTS, ENFORCEMENT MEASURES, AND PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres) (Passed on First Reading on November 4, 2024)*

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)*

12. 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)*

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)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PERSONNEL; RATIFYING THE SELECTION 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 by Village Manager Nick Marano)*

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; 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)*

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)*

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)*

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 TWENTY-THREE THOUSAND, THREE HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS ($223,319.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF 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)*

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)*

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)*

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)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT: MONDAY, JANUARY 13, 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:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (November 4, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Regular (November 4, 2024)
Exhibit A- Written Public Comments

MINUTES
REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 4, 2024 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS BEGAN AT 6:30 PM)

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

Preceding to the Regular Council Meeting, the Mayor and Village Council held the following presentations and recognitions at 6:30 p.m.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Presentation: Joseph R. Salzverg (GrayRobinson)

B. Employee Recognition: Damian Cepero and Julio Wong (Public Services Department Facilities & Maintenance Division)

C. Recognition: Breast Cancer Awareness Month

D. Recognition: Red Ribbon Week-October 23-31, 2024 (PFC Bruce W. Cater MOH Young Marines)

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

The Regular Council Meeting was called to order at approximately 7:02 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
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 led by Father Spencer.

The pledge of allegiance was led by Eagle Scout Troop #599.

3. APPROVAL OF MINUTES

Councilmember Steve Cody **motioned** to approve the minutes. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor (5-0). The motion passed unanimously.**

A. Second Budget Hearing (September 23, 2024)
B. Regular Council Meeting (October 7, 2024)

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS: There were no public comments.

Councilmember Steve Cody **moved** to waive the Manager's Report, Attorney's Report, and Clerk's Report in the interest of time. The motion was **seconded** by Vice Mayor Leanne Tellam. **The motion passed (4-1)**; Councilmember Marsha Matson voted opposed.

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: December 2024

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (July 11, 2024)
B. Youth Community Involvement Task Force Meeting (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.

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 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 11A was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Leanne Tellam.

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

- Gary Pastorella (6940 SW 142nd Terrace): expressed his opposition to the item.

Village Attorney John Dellagloria explained that several months ago, the Council approved an agreement with Red Speed, and both he and the Village Manager worked diligently to finalize the terms. He reported that he and the County Attorney have reached an agreement on the proposed contract. However, he emphasized a key provision in Section 5 of the ordinance, noting that state law requires the Village to issue a public announcement about the speed detection system and conduct a public awareness campaign at least 30 days before implementing the program. As a result, the program will not be launched until February 2025.

David Paella, Representative of Red Speed Florida (Sunrise Office), reported that the Village of Pinecrest and the City of South Miami have already joined the program. He noted that similar initiatives have been successfully launched at ten schools in Miami-Dade County and implemented in over 200 schools nationwide. The primary goal of the program is to modify driver behavior and encourage motorists to slow down near school zones. Using the Town of Bal Harbor as an example, Paella explained that the objective is to foster a culture where drivers automatically comply with speed limits, prioritizing the safety of children in school zones.

Councilmember Marsha Matson raised questions about Schedule 1 of the proposed contract, specifically the allocation of 35% of revenue to Red Speed. She also inquired about the portion of revenue that would be allocated to Palmetto Bay or the Miami-Dade County Police Department.

Mr. Paella explained that the program is regulated by state law and outlined the various allocations of revenue, which include the State of Florida, the Law Enforcement Trust Fund, school crossing guard programs in the Village, Miami-Dade County Public Schools, and the Village of Palmetto Bay. He noted that the distribution is determined locally and emphasized that the funds must be used for public safety initiatives.

Councilmember Marsha Matson questioned if the funds received by the Village would be allocated to the Village's Police Department fund or the county's police fund.

Village Manager Nick Marano he'll be able to provide a more detailed report once the program is implemented. At that point, he would have data on police overtime costs and reported that the Village would need an officer to review violations, as well as other internal overhead costs. He explained that he does not anticipate overhead costs to be significant; however, he would have a better understanding of the final numbers after implementation.

Mr. Paella explained that approximately 5% of residents in Pinecrest are being cited, and about 2% of those seek an administrative hearing. He reported that if a person is stopped by an officer, they're facing a $400.00 fine plus points on their license. He stated that the fine changes riving behavior.

Councilmember Steve Cody questioned if the funds that the Village would receive (approximately $39.00) could be used to fund an annual reminder for motorists about school starting and the need to slow down.

Village Manager Nick Marano responded yes, and that information campaigns and promotional materials can be funded from the public safety budget.

Mr. Paella reported that at Red Speed, the company encourages public education and explained that they have a high-quality YouTube page where videos are produced for all our clients. He reported that there are two versions available that clients can use to upload to their websites to continually educate residents and visitors about the campaign.

Councilmember Marsha Matson questioned the minutes or hours before and after school zone times that will be enforced when the program is in place.

Mr. Paella responded that the enforcement period would start half an hour before the school's breakfast time and would end half an hour after school dismissal time. He explained that enforcement throughout the day is dependent on the speed limits during those times and that the approach aligns with the intent of the legislature—to change driver behavior and mentality as they approach schools. He also explained that as part of the process, Red Speed would have a designated point of contact within the County and the Village to provide advance notice of schedule changes.

Councilmember Marsha Matson questioned if the program would include private schools as well as the public schools in the Village.

Mr. Paella responded yes, and that any school located within a designated school zone is eligible to be part of the program.

Mayor Karyn Cunningham questioned if the cameras taking pictures of license plates for a license plate reader system would be included too.

Mr. Paella responded yes, and that it was part of the system too.

Mayor Karyn Cunningham questioned if License Plate Readers are already in effect in Palmetto Bay.

Village Manager Nick Marano explained that while the Village has already deployed License Plate Readers (LPRs) as part of the Palmetto Bay Police Unit, the Red Speed program would significantly expand their coverage. This expansion would provide law enforcement with enhanced tools to track stolen vehicles and strengthen the existing network-given the major roads in school zones within Palmetto Bay, it would have a substantial impact on crime prevention and vehicle recovery.

Mr. Paella reported that for every speed camera installed, there will be an associated license plate reader. The more cameras the Village has, the better the system's effectiveness would be to promote driver behavior.

Vice Mayor Leanne Tellam expressed her concerns, particularly about the school bus cameras. However, she emphasized the importance of receiving regular reports on the matter. She shared her personal experience of having to challenge a few tickets over the years and noted that when she reached out to the police, they were very helpful, offering guidance and support. She appreciated their willingness to assist and acknowledged that their perspective differed from her own initial concerns. Vice Mayor Tellam communicated unease about the increasing monitoring but recognized it as a reality of modern life. She stressed the importance of ensuring that individuals can challenge tickets if they believe they were wrongly issued, which she views as a critical part of the contract. While she has some reservations, she indicated that the program has her tentative support, contingent on these considerations.

Mr. Paella responded that Red Speed would establish a dedicated phone number and a point of contact for customer service, with a clear process outlined on the violation notice for requesting a hearing. He reported that there are different factors involved in issuing a violation, particularly when distinguishing between a speed violation and a school bus violation. He explained that even if the equipment is functioning properly, there may be variables to consider.

Vice Mayor Leanne Tellam questioned if the program would be in line with the established yearly school calendar and notification system for Miami-Dade County Public Schools.

Mr. Paella responded that if there's no school, there will be no camera enforcement; however, in the worst-case scenario, Red Speed would dismiss those violations. He explained that the program is a three-stage review, and any issues will be identified and handled appropriately.

Councilmember Patrick Fiore explained that he agreed with the speaker that spoke during the public comment section regarding the speaker's opposition. He also stated he has occasionally received calls from residents about issues in Pinecrest. There are confusing signs near Palmetto High School and that he personally

reached out to the Mayor of Pinecrest and the person in charge, but did not receive a response from either of them. He reported that the signage is unclear, and the cameras are monitoring the area all day. The speed limit signs say 35 mph, but there are cameras everywhere, which is extremely confusing and that only 5% of Pinecrest residents are receiving tickets, likely because the rest are from Palmetto Bay.

Councilmember Patrick Fiore explained that he does not have enough information on the program and that he agrees with Vice Mayor Tellam. He urged the Council to look at the signs located on SW 77th Avenue in Pinecrest and referred to them as confusing. He stated that due to the confusion and the amount of calls he has received already from residents in the community, he would not support the program.

Vice Mayor Leanne Tellam **motioned** to defer the Ordinance to the January 2025 Regular Council Meeting Agenda. **The motion failed for a lack of a second.**

The question was called in favor of the Ordinance via Roll Call vote.

- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - NO
- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - NO

The Ordinance on First Reading passed (3-2); Vice Mayor Leanne Tellam and 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 11B was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

There were no public comments.

Public Services Director Dionisio Torres provided an explanation on the purpose and intent of the Ordinance and reported that the approval of the Ordinance would be to regulate non-storm water discharges into the Village's storm drainage system (MS4), to control the introduction of pollutants, and to promote compliance with the

NPDES permit program under the Clean Water Act. He also reported that the Ordinance would establish methods to reduce the discharge of pollutants to the maximum extent practicable (MEP) to protect water quality and preserve the integrity of the Village's water resources.

Councilmember Marsha Matson questioned how the Village would enforce the program.

Mr. Torres responded that the program would be integrated into the Village's inspections, with the goal of involving the Public Services and Code Enforcement staff, along with the Communications Department, to educate residents and raise awareness. The focus will be on preventing the discharge of oils, paints, and pesticides into the system.

Councilmember Marsha Matson questioned if homeowners apply pesticides and fertilizers, would this program apply to them.

Mr. Torres responded that the program is focused on regulating the direct discharge of cleaners and contaminants into the system, not the application of pesticides or fertilizers.

Councilmember Marsha Matson questioned the rainy season.

Mr. Torres explained that the Florida-friendly landscaping legislation requires the Village to consider this issue and implement appropriate regulations.

Councilmember Marsha Matson questioned if a company applies pesticide to a yard, would that be subject to code enforcement and how would it be enforced by the Village.

Mr. Torres responded that it would be subject to enforcement if the company has the proper license and that the intent is not to target homeowners, but rather to address the direct discharge of contaminants into the system.

Mayor Karyn Cunningham reported that a resident had expressed several concerns and that she appreciated the initiative while understanding the enforcement challenges. She also mentioned receiving a call, noting that this situation is similar to others—when someone sees something, they report it. The goal is to monitor and enforce the ordinances we've passed.

Village Manager Nick Marano explained that this requirement originated from the Federal Clean Water Act, and it is supported by both federal and state agencies. He reported that this is not a new concept; it enables the Village to act by posting notices of violation and addressing any issues accordingly. The federal water quality regulations are the foundation of this requirement.

The question was called in favor of the Ordinance via Roll Call vote.

- Councilmember Patrick Fiore - YES

- Councilmember Steve Cody - YES
- Councilmember Marsha Matson - YES
- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - YES

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

12. CONSENT AGENDA: None.

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, RELATING TO LOBBYIST SERVICES; APPROVING THE SELECTION OF GRAYROBINSON, P.A. TO PROVIDE LOBBYIST SERVICE FOR AN ADDITIONAL YEAR AT THE SOLE DISCRETION OF THE VILLAGE; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT FOR THESE SERVICES FOR THE NEGOTIATED AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

Item 14A was **moved** by Councilmember Patrick Fiore and **seconded** by Vice Mayor Leanne Tellam.

No public comments were made.

Procurement Specialist, Alessia Bencomo explained that the Village advertised the item last December and has two one-year renewal options, with the current term ending on September 30, 2025, and the Village can renew the contract for another year. She reported that the contract price is $50,000.

There were no Council questions.

Councilmember Marsha Matson spoke opposed to the renewal of the contract and urged the Council to consider putting the contract out for bidding again.

Councilmember Steve Cody spoke in support of the Resolution and explained that he is familiar with the firm and that they have strong relationships that work in the Village's favor.

Councilmember Patrick Fiore expressed opposition to the renewal of the contract and urged the Council to put the contract out for bidding again.

Mayor Karyn Cunningham spoke in favor of the resolution, explaining that the timing of hiring the lobbyist was not ideal, as the Village had already submitted appropriations, many of which had been vetoed. She emphasized that having lobbying services now is valuable, especially since the Village spent many years

lobbying on its own. GrayRobinson's strong relationships, particularly with the Speaker of the House, are an important asset for the Village.

The question was called in favor of the Resolution. **The Resolution passed (4-1)**; Councilmember Marsha Matson voted opposed.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BRIGHTVIEW LANDSCAPE SERVICES, INC. TO PROVIDE LANDSCAPE MAINTENANCE MANAGEMENT SERVICES FOR THALATTA ESTATE FOR THREE (3) YEARS WITH AN OPTION TO RENEW FOR AN ADDITIONAL YEAR NOT TO EXCEED FIVE (5) CONSECUTIVE YEARS AT THE SOLE DISCRETION OF THE VILLAGE; 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)*

Item 14B was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Leanne Tellam.

No public comments were made.

Procurement Specialist Alessia Bencomo explained that Brightview Landscape Services was the most responsive bidder and that the price for the contract is approximately $65,000.

Councilmember Marsha Matson questioned who was performing the existing landscaping at Thalatta Estate.

Ms. Bencomo responded E. Rodriguez Landscaping.

Vice Mayor Leanne Tellam inquired about the machinery at the parks, specifically whether the Council could request the use of electronic leaf blowers.

Ms. Bencomo reported that the use of electronic leaf blowers was not required during the bidding process; however, she could discuss this with the Parks and Recreation Director and check to see if the vendor can use them.

Vice Mayor Leanne Tellam stated that if the Village is moving toward more sustainable practices, the noise level and emissions from gas-powered leaf blowers are a concern. She reported that it's important for the Village to demonstrate that we are progressing in this area and questioned if switching to electric leaf blowers is feasible as part of the contract.

Jenna Crawford, a representative from Brightview and a member of the Tree Advisory Board, reported that Brightview already uses a full electric fleet for code enforcement in South Miami and Pinecrest. She confirmed that they can also use electric blowers in Palmetto Bay if the Council agrees.

Vice Mayor Leanne Tellam questioned if it be possible to amend the contract to require the use of electric blowers.

Ms. Crawford responded yes and that the contract may be amended.

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

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AWARDING A CONTRACT TO KIMLEY-HORN & ASSOCIATES, INC. FOR THE DESIGN AND PERMITTING OF BICYCLE LANES ALONG SW 82ND AVENUE BETWEEN SW 160TH STREET AND SW 152ND STREET; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

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

No public comments were made.

Director Torres explained that the approval of the Resolution would be to continue the bike lanes and extend them for the next half mile, including design, permitting, and contract support for construction.

Councilmember Patrick Fiore reported that the initiative has already been added to the budget and urged the Council to support the Resolution.

There were no questions or opposition from the Council regarding the Resolution.

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

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE CAPITAL PURCHASE OF JOHN DEERE 331P COMPACT TRACK LOADER FROM DOBBS EQUIPMENT FOR THE PUBLIC SERVICES DEPARTMENT; APPROPRIATING FUNDS FOR THIS PURCHASE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

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

No public comments were made.

Director Torres explained that the approval of the purchase of the compact truck loader was included in the existing year's budget that will enhance the Public Services capabilities for clearing debris and removal, among other tasks.

Councilmember Steve Cody inquired about the Exhibit dated October 17, 2024, included in the agenda package, and asked if the Village is piggybacking on the Florida Sheriff's Association.

Director Torres responded yes and explained that it's a common practice in Florida.

Councilmember Marsha Matson questioned the age of the current track loader and asked what the Village will be using the new one for.

Village Manager Nick Marano responded that the Village does not have one.

Director Torres reported that the purchase of the track loader would be used to clear downed trees, clear roadways, plant trees, and remove sidewalks.

Councilmember Marsha Matson questioned if it is electric or hybrid.

Director Torres responded that the track loader is diesel and that electric and hybrid versions are not available on the market at this time.

Councilmember Patrick Fiore explained that the conversation of the purchase of the track loader was brought up during the budget discussions and urged the Council to support the Resolution. He reported that Chair Henry Clifford from the Village's Tree Advisory Board suggested we could use it for tasks like installing fence posts, which would make things easier moving forward.

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

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE CAPITAL PURCHASE OF A FORD F-550 LANDSCAPE DUMP TRUCK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS AND TAKE ALL REQUIRED ACTIONS TO COMPLETE THE PURCHASE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

Item 14E was **moved** by Councilmember Patrick Fiore and **seconded** by Vice Mayor Leanne Tellam.

No public comments were made.

Public Services Director Dionisio Torres explained that the purchase of the landscape dump track was made part of the budget requests for capital projects for the existing fiscal year budget and that the approval of the Resolution would allow the Village to haul equipment, materials, and debris for public spaces, parks, and street beautification projects.

Councilmember Marsha Matson questioned if it is electric or hybrid.

Director Torres responded diesel and that the electric version is not available for the allocated appropriate amount for the purchase.

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

15. OTHER BUSINESS: None.

16. COUNCIL COMMENTS:

Mayor Karyn Cunningham wished all candidates in the November 5, 2024, General Election the best of luck.

Vice Mayor Leanne Tellam expressed that it has been a privilege to serve with each member of the Council, regardless of the outcome of the upcoming General Election. She thanked the Charter Officers and Village staff for their support over the past four years of her term.

Councilmember Steve Cody echoed Vice Mayor Tellam's sentiments and thanked the Charter Officers, Village staff, and fellow Council members for their collaboration during his term in office.

Councilmember Marsha Matson shared that she had spent the past two weeks at the early voting sites in Palmetto Bay and was excited to see many residents participating in the General Election. She noted the long lines at early voting, highlighting the strong civic engagement within the community.

Councilmember Patrick Fiore acknowledged that running for office at the local government level is challenging and expressed admiration for all who step up to run. He wished all candidate's good luck.

17. ADJOURMENT: Councilmember Steve Cody **motioned** to adjourn the meeting. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor (5-0). The motion passed unanimously.**

The Regular Council Meeting adjourned at 8:13 p.m.

The meeting minutes were approved on this 9th day of December 2024.

Attest:

_____ _____

Mayor Karyn Cunningham **Village Clerk Missy Arocha**

Exhibit A - Written Public Comments

From: noreply@civicplus.com
Sent: Monday, November 4, 2024 3:05 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	Nov. 4, 2024
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Eric Tullberg
Email Address	e341@bellsouth.net
Address	7884 SW 179 Tr.
City	Palmetto Bay
State	Miami-Dade
Zip Code	33157

Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14-C
Comments (type your comments in the box below)	The Bike Lanes on SW 82 Av. from SW 152 St. to SW 160 St. are an important part of our Bicycle / Ped. Network. They will connect with the existing bike lanes at SW 160 St. that extend south to SW 168 St. The narrow 3 ft. extra pavement required will minimise the disruption of trees & landscaping.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

AGENDA ITEM NO. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Presentation: Pickleball Courts (Diadem Pickleball)
SUGGESTED ACTION:	

ATTACHMENTS:
Village of Palmetto Bay - Diadem Presentation 11-25-24.pptx


DIADEM
CONTROL THE COURT
JOHNNY CUBA
DPC
DIADEM PICKLEBALL
Goya
THE POWER TO PLAY
LIVE STREAM



Diadem Proposal

To The Village of Palmetto Bay

Diadem Pickleball is at the forefront of the fastest-growing sport in America. With a state-of-the-art facility, innovative equipment, and a strong community focus, Diadem is poised to dominate the pickleball market. Our vision is to create an inclusive, high-quality experience for players of all levels while driving growth through strategic partnerships and licensing opportunities.

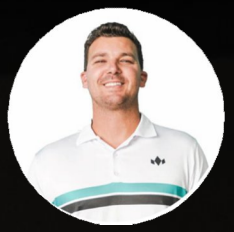
Meet Our Team



Evan Specht
Co-Founder



Michael Manglardi
Co-Founder



AJ Bartlett
Co-Founder



Jeff Roschman
Chairman



Rene Prats
Head of Development



Robert Roschman
Head of Real Estate



Danielle Smith
Head of Accounting



Paul Robinson
Head of Marketing



Gene Devito
Head of DPC Programming



Our Vision

- Establish a strong network of Diadem Pickleball Complexes across key regions, providing state-of-the-art facilities and fostering vibrant local pickleball communities.
- Continuously enhance the player experience through cutting-edge technology, high-quality coaching programs, and exclusive events, setting a new standard in the pickleball industry.
- Become an integral part of the communities that we serve through community engagement and enhancing quality of life through sports

Fastest Growing Sport in America



36 Million Americans over the age of 18 played pickleball in the last 12c months.



38 Is the average age of a Pickleball Player. Down from 41 just 2 years ago.



14 Percent of US Adult population played at least one time. Fastest growing age group is under 24 years old.

DIADEM™
PICKLEBALL COMPLEX

Coconut Creek
Florida









DIADEM™

PICKLEBALL COMPLEX

Tulsa

Oklahoma









DIADEM™

PICKLEBALL COMPLEX

The Fort
Ft. Lauderdale








ECOSTEEL.



Proposal to The Village

- Additional Capital Improvement dollars provided by The Village
- Operating Agreement with Diadem to be Negotiated
    - Court rentals, concessions, merchandise, special events, marketing
- Compensation to The Village
    - Annual lease payments
    - Revenue Sharing
    - Some combination of both
- Programming and Pricing for Palmetto Bay Residents to be Included
- Special Events Opportunities

Thank You

Rene Prats
Head of Development
Diadem Sports
reneprats@pratsent.com

Larry Gautier
SVP
NAI / Miami
lgautier@naimiami.com

www.diademsports.com
www.diadempickleballcomplex.com
www.playthefort.com

AGENDA ITEM NO. 5.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 9, 2024

SUBMITTED BY: Missy Arocha, Village Clerk's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE MANAGER'S REPORT

SUBJECT: Departmental Updates

SUGGESTED ACTION:

ATTACHMENTS:
Manager's Written Report (December 9, 2024)

Manager's Report

FINANCE

October

- The expenditures in October 2024 were $ 488,850, 2.20% of the total budget, compared to budgeted expenditures of $1,852,763, a surplus of 6.13% 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 $ 488,850 or 2.20% compared to budgeted expenditures of $ 1,852,763 or 8.33%. The Village has started planning with Tyler Enterprise ERP implementation.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
10/4/2024	45428	WAYPOINT CONTRACTING, INC.	CRP RECREATIONAL FACILITY	$68,894.67
10/4/2024	45453	NEW AGE ELECTRIC SERVICE INC.	CRP EMERGENCY TRANSFORMER FEEDER FIRE REPAIR	$13,355.10
10/4/2024	45467	V & G CONSTRUCTION SOLUTIONS	ASPHALT WALKWAY - REPAIR AND INSTALLATION OF TRAILS CRP	$36,621.20
10/4/2024	45468	V & G CONSTRUCTION SOLUTIONS	REPAIR AND INSTALLATION OF TRAILS CRP	$30,789.13
10/11/2024	45474	BEEFREE, LLC.	FREEBEE TESLA 550 SH 09/01-09/30	$19,882.50
10/11/2024	45475	CALVIN GIORDANO & ASSOCIATES	SEPTEMBER 2024-INSPECTION AND TEMP SERVICES	$82,337.27
10/18/2024	45517	AINHOA'S CONCRETE LLC	TE PAVERS/CONCRETE REPAIRS	$14,500.00
10/25/2024	45545	Miami-Dade Police Department	4TH QTR FY 2023-2024 - LOCAL POLICE SERVICES	$2,689,054.34
10/25/2024	45567	HARTEC GROUP, INC.	SUB BASIN 57/96	$444,025.25

IT DEPARTMENT

October

1. Help Desk statistics:
    a. 492 work orders received
        I. 304 generated by system and website outages and alert notifications.
        II. 188 created by staff.
    b. 470 work orders closed
        I. 96% close-out rating.
2. Completed proof-of-concept testing for Zscaler zero-trust cybersecurity platform. We hope to implement later this fiscal year.
3. Project kick-off: Human Resources solution search.
4. Represented the Village at the 1st Annual Southern Florida Digital Government Summit.
5. SharePoint migration project completed.

Upcoming Goals

1. Virtual demonstration – Parks management software
2. Virtual demonstration – Human Resources software.
3. Support Parks re: upcoming special event needs.

HUMAN RESOURCES

October

- 4 Recruitment Ads
    - Office Coordinator – PS (9/25/2024 - 10/2/2024)
    - Planning & Zoning Director (9/23/2024 to 10/11/2024)
    - Recreation Attendant (10/7/2024 – 10/21/2024)
    - Park Services Aide (10/25/2024 – 11/8/2024)

- 43 Applications Reviewed
- 7 Interviews scheduled
    - Office Coordinator (Public Services)
    - Planning & Zoning Director (planning and Zoning)
- 0 Pre-Employment Meetings
- 1 New Hires
    - Tree Trimmer (Public Services)
- 20 Vacancies (as of 11/20/2024)

15 Full-time positions:		
Department	**Position**	**Status**
Village Clerk	Admin. Assistant (1)	Hold by Dept. Director
Panning & Zoning	Zoning & Licensing Specialist (1)	Hold per VM
	PZ Director (1)	Job posting: 9/23/2024 to 10/11/2024 Four candidates scheduled for interview on 10/28-11/1/2024 Candidate selected; pre-employment meeting on 11/14/2024
	Planning Division Manager (1)	Outsourced
Public Services	Office Coordinator (1)	Interviews held 10/16-17/2024.
	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 and advertisement

4 Part-time positions		
Parks & Recreation	Recreation Attendant (1)	Advertised interviews held on 11/5 and 20/2024
	Park Service Aide (2)	Advertised, coordinating interviews between 11/27 – 12/3/2024
HR & Communications	Media Specialist (1)	Outsourced

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

COMMUNICATIONS

October

- 136 FB/Twitter Postings (including event and meeting postings)
- 9,562 FB Followers
  - 114 New FB followers
- 6,359 Instagram Followers
  - 379 New IG Followers
- 5,085 Email Subscribers
- 21 Videos Produced
  - CRP Groundbreaking Promo Video
  - CRP Walking Trails Promo Video
  - Street by Street reel
  - Flood Prevention Video
  - Hurricane Update Reel
  - Park Alert Reel
  - Mammogram Event Reel
  - Hurricane Donation Drive Reel
  - Halloween Movie Night Reel
  - Policy Makers Video
  - Policy Makers Reel
  - Mayor Clocks In – Lots of Lox
  - Artisan & Farmers Market Reel
  - Harvest Festival Reel
  - Government Week Video
  - 5 Inside Palmetto Bay Reels

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 10/12 Village Vibes
  - 10/26 Village Vibes
- 20 Promotional/Informational Campaigns – 136 Posts
  - Rosemary Fuller – 4 Posts
  - Howloween - 4 Posts
  - Election Info - 6 Posts
  - Halloween Movie Night – 5 Posts
  - Veterans Breakfast – 4 Post
  - Cont. Photo Contest – 2 Posts
  - Adopt a Tree – 1 Posts
  - Cont. Be Strong Street Naming – 2 Posts
  - 80s Murder Mystery – 2 Posts
  - Dottie Barton Harvest – 5 Posts
  - Street by Street – 2 Posts

- Mammogram Event – 3 Posts
- Fall Recycle Drive – 6 Posts
- Farmers Market – 2 Posts
- Art Exhibition – 3 Posts
- Sofia 5k – 2 Posts
- Seniors Arts & Crafts – 1 Posts
- Senior Potluck – 1 Post.

➢ Meetings Broadcast: 3
- 10/4 Council Meeting
- 10/7 Meeting Broadcast
- 10/8 Regular Council Meeting

➢ Events Attended/Promoted: 10
- 10/18 PBBA Luncheon
- 10/21 Art Exhibition
- 10/21 Mayor Guest Speaker at Palmer Trinity
- 10/23 Fellowship House 50th Anniversary
- 10/26 Halloween Movie Night
- 10/29 Be the Change Girl Scout Leadership
- 10/30 Palmer Trinity School Civil Discourse
- 10/31 Chick-fil-A Opening

➢ Baybot User Interactions: 247

GRANTS

October

- New Grant Applications (2)
  - ➢ Florida Recreation Development Assistance Program (FRDAP) – Coral Reef Park
  - ➢ Florida Recreation Development Assistance Program (FRDAP) – Disaster Readiness Assessment

- Closed Grants (0)

- Grants Approved (0)

- 13 Active grants list with updates:
  - ➢ Sub-Basin 61 (State Appropriation) – Agreement # LPA0202
  - ➢ Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP)
  - ➢ Sub-Basin 43 (State Appropriation)
  - ➢ Sub-Basin 43 (Hazard Mitigation Grant Program)
  - ➢ Sub-basin 44 (State Appropriation)
  - ➢ Tree Inventory, Phase 1 (Urban & Community Forestry Program)
  - ➢ Coral Reef Park Trail Renovations-Recreational Trails Program (RTP)
  - ➢ JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase.
  - ➢ Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development

- Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment)
- Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359
- Hazard Mitigation Grant Program for sub-basin 11 & 41
- FDOT grant funding for on-demand/local transit project.

PARKS & RECREATION

October

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, Miami Waves: Monday/Friday 4pm, 6pm & 8pm
- Howard-Palmetto Baseball Softball Association Rec Ball - Monday through Sunday
- Pickleball Reservations: 2
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Paws For You HowlOween October 19, 6-10pm

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: 46
- Pickleball Reservations – 284
- Baurball Soccer Training, Weekdays 4-6pm
- Halloween Trick or Treat & Movie Night – October 26th 6-9pm

Perrine Community

- 3 Programs

Ludovici Park

- 5 Programs
- 1 Rental

Thalatta Estate

- 5 Programs
- 0 Rentals
- 5 Photoshoot
- 0 rehearsals

Fee Waivers- Requested and Granted in September 2024

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
City of Dania Beach	Thursday, 2/27/2024	10am-3pm	Thalatta Estate	Meeting	$754.00	10/15/24
Be Strong International	Saturday 12/20/2024	9am-3pm	Holiday Party	Holiday Party	$719.00	10/15/24
Jack & Jill of America	Sunday, 11/17/2024	10am-2pm	EAF Community Room	Meeting	$502.00	10/15/24

2024 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Monday – Thursday – 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
- Bay Lions Soccer Club: Mondays & Wednesdays 4pm-6pm
- Travel Softball: Stingrays, Rock Gold, Contenders Lady Canes, Miami Waves: Monday-Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- First Responders Appreciation Lunch November 19th 12:30-3pm
- Buddy Bench Unveiling December 7th 12pm

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
- Howard Palmetto T-ball Fall Season - Saturdays 830am-10am
- Orange Ball and Green Ball Tennis, Tuesdays and Thursday; 4pm-630p
- Baurball Soccer Training Weekdays 4pm-6pm
- Farmers Market – Sundays 10am-4pm
- Orange ball and Green Ball – Tuesdays and Thursday; 4pm-6:30p
- Miggy's Gift Melanoma Walk - November 17 8am-12pm
- Buddy Bench Unveiling December 7th 11am

- Channukah Celebration December 29th 4-6pm

Perrine Community House

- HOLD - Birthday – Saturday, December 14 at 2 pm
- HOLD - Be Strong Intl – Friday, December 20 at 9am

Thalatta Estate

- Rental – 5
- Rehearsal - 0
- Photo – 1
- Waiver – 2
- Yoga by the Bay – Every Sunday at 9:30am
- State of the Village – Wednesday, December 11
- League of Cities – Thursday, December 12
- VPB Holiday Party – December 20 at 4 pm

Ludovici Park

- Cutler Bay Community Theater – every other Monday at 7pm
- Christ Fellowship – Tuesdays October-December at 10:30am
- 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, December 5 a 12am
- Library Wine Glass Paining – Saturday, December 7
- Library Yoga – Saturday, December 7 at 11am
- VPB Library Book Club – every third Thursday at 6pm
- Rental - 1

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
  - 10/24 submittal package for Building Department review
  - 11/24 Release RFP
  - 1/25 Bid evaluation and recommendation
  - 2/25 Village Council for approval
  - 4-6/25 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; work completed, pending final permit inspection

- **Coral Reef Park – Design-Build Recreation Center**
  - Mami-Dade WASD Agreement paperwork has been submitted, and plans were approved by WASD. Agreement fees have been paid by Waypoint. Waypoint is working with permit expeditor to resubmit to MDC on 11/07/2024.
  - FPL completed transfer of power on 11/01/2024; equipment has been relocated to new rack. Awaiting the lighting controller delivery on Friday, 11/08/2024, to power back up tennis court and parking lot lights. Lights for tennis courts and parking lots are estimated to be completed Monday, 11/11/2024.
  - SMA/Design Team working to address comments from CAP from their review of the 100% Design Package sent on 10/14. The LEED comments from 10/18/2024 will also be incorporated into this version.
  - Demolition package for Phase 2 was added to the existing permit and approved. Demolition scheduled to commence on 11/12/2024. The staging plan was sent to stakeholders. VOPB to meet on site with WP to review staging and demolition plan.
  - Planning & Zoning Permit package sent for review on 9/30/2024, awaiting comments. VOPB (Fanny) to check-in with Dean for an update on the review.
  - Pay App Number 8 was approved, in processing for payment.
  - Waypoint to send VOPB an update on design and investigative services for potential options for the sewer connections within the next two weeks.
  - Starting Tuesday, November 12, 2024, and until further notice sections of the playground will be closed. Entrance to the playground will be detoured through 152 Street sidewalk.
  - Modifications to the main parking lot circulation have been made to accommodate this phase of the project.

- **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 opportunities.
    - Currently developing RFP

2023-2024 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

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 10/24
- Bid evaluation 11/24 Pending scheduled presentation from one bid received

Palmetto Bay Park – New Mower

- Solicitation of Quotes for Toro, John Deere and Jacobsen mowers (in process)
- Possible 18-month timeframe for manufacturing/delivery
- Approved by Village Council April 2024
- Purchase Order issued April 2024 anticipated manufacturing-delivery: approximately 18 months.

Palmetto Bay Park Golf Cart Access

- Obtaining quotes for re-routed path, and golf cart access, and bollard install – April-May 2024.
- July – hardscape revamped to accommodate golf cart access
- August – September Striping, signage – Project completed

Palmetto Bay – Park Drive

- Permit was signed by the Hospital October 18, 2024
- Contractor will submit permit week of October 21, 2024
- Project in progress as of November 8, 2024
- As of November 13, 2024 – 95% completed, pending latch and reflectors for swing gate and final inspection

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.
- Contract execution in progress.

PUBLIC SERVICES

October

- **Freebee Ridership:**
  1534 Completed Rides (C.R.)
  1736 Total Passengers

Ridership has decreased by - 184 C.R since August and decreased by -135 C.R. since September

- **IBus Ridership:**
  764 A.M. Route
  790 P.M. Route **Total: 1554 Riders**

Ridership has decreased by 494 since August and decreased by 82 since September

- **Facilities Maintenance Division**

125 Open Work Orders –	*19 more than August*	*37 more than September*
95 Closed Work Orders –	*-33 less than August*	*9 more than September*

- **Public Works**

5 - Signs Repaired/Installed	*-3 less than August*	*11 more than September*
0 - Graffiti Removal	*0 same as August*	*2 more than September*
6 - Pothole/Shoulder Repairs	*-3 less than August*	*3 more than September*
21.47 - Tons of Debris/Trash Removal	*-3.57 less than August*	*-2.29 less than September*
78 - Drain Cleaning/Repairs (inlet tops)	*78 same as August*	*-63 less than September*
0 - Linear feet of sidewalks installed	*0 same as August*	*0 same as September*
0.00 - Paving Linear	*-1893 less than August*	*0.00 same as September*
7 - Sidewalks inspected	*2 same as August*	*7 more than September*
30 - Drainage Inspection	*-27 less than August*	*30 same as September*
75 - Catch Basin	*16 more than August*	*-38 less than September*
0 - Outfalls	*16 more than August*	*4 more than September*
645 - Linear Feet Pipe	*-642 less than August*	*-255 less than September*
0 - Canal Cleaning/ Clearing	*0 same as August*	*0 same as September*
0 - Flooding Investigations & Resolutions	*-1 less than August*	*0 same as September*
0 - Complaints Reported to MDC	*-3 less than August*	*-3 less than September*
145 - Trees/Shrub Trimming/Removal	*-87 less than August*	*-80 less than September*
128 - Tree & Landscaping Inspections	*13 more than August*	*-124 less than September*

Capital Projects

Village-wide Van- Con (FY 24-25 On going)

- Working with Miami Dade County on Obtaining V permit for 1 Year Permit.

SW 148th Street Complete Street Project (CONSTRUCTION COMPLETE)

- Reviewing as built and final inspection/acceptance.

Drainage Sub-Basin 57/96 (CONSTRUCTION)

- (ON-GOING) Drainage Inspection 159th Street between SW 89th Avenue and SW 88th court between 159th Street and SW 156th terrace.

SW 184th Street Completion of Sidewalk Gaps

- Preliminary plans received, 60% Construction Documents and plans are being submitted to Miami Dade County for concurrency review

Drainage Sub Basin 44

- In receipt of contract documents, bonds, and insurance. Anticipated construction starting January 2025.

Public Services Lot Improvements (DESING)

- In receipt of 100% Plans, under review. Will route for Concurrency/Permitting with Miami Dade County.

HVAC Replacement Village Hall

- Pending scope items include installation of Mini-Split Units, Overall System Calibration, anchoring of roof top units, and Village personnel training. Contractor has submitted wind load calculations to the Building Department for review and comment.

Drainage Sub Basin 12 (DESIGN) Kimley Horn

- Permit Drawings have been submitted to Miami-Dade County. Except 100% Plans in November 2024.

Drainage Sub Basin 39 (DESING)

- Expect 100% Plans in November 2024. Will need to submit to Miami Dade County DERM/RER and SFWMD District permitting for proposed Outfall.

Drainage Sub Basin 42 (DESING) Calvin Giordano

- Expect Permit Set submittal to County by November 2024

Localized Drainage FY23-24

- Completed the first 3 locations.

Upcoming Projects - December

- SW 174TH Street Complete Street Construction
- Invitation To Bid for N Cartee Road Neighborhood Water Main Extension Project
- Invitation To Bid for SW 92ND Avenue Complete Streets Project
- Commence FY24-25 Sidewalk Replacement
- Finalize FY24-25 Traffic Calming Location to Study, start date collection January 2025
- Finalize Localized Drainage for FY 23-24
- Advertise ITB Drainage Sub-Basin 57/96
- Order trailer, CTL, Landscape Dump Truck (FY24-25 Public Services Capital Items)

POLICE

October

- Citizen's Crime Watch Community Meeting
- South Florida Crime Prevention Association Meeting
- Florida Crime Prevention Association Meeting
- DARE at Howard Drive and Coral Reef Elementary Schools
- Family Night at Shake Shack for Howard Drive Elementary School
- Officer Friendly classes at Howard Drive, Coral Reef and Perrine Elementary Schools
- Red Ribbon Week at Howard Drive, Coral Reef and Perrine Elementary Schools
- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 0 Commercial Burglaries
    - 0 Residential Burglaries
    - 3 Vehicle Burglaries
    - 1 Robbery
    - 15 Domestic Dispute/Disturbance
    - 14 Baker Acts
    - 56 Crashes

December Upcoming Events

- Southeast Florida Crime Prevention Association Meeting
- Citizen's Crime Watch of Miami-Dade County Meeting
- DARE class Graduation at Perrine Elementary Schools
- radKIDS class at Howard Drive Elementary
- Officer Friendly classes at Howard Drive, Coral Reef, and Perrine Elementary Schools
- Youth Crime watch at Howard Drive and Coral Reef Elementary Schools
- Light Up Your Holidays Celebration & Tree Lighting at village Hall

PLANNING & ZONING

October

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
  - RFQ for contractual services for Rank #4 or better published on October 15th and closes November 15th

- Resilience Action Plan
  - Final Public Meeting scheduled for December 4th, 2024
  - Final Vulnerability Assessment to be completed in January 2025

- 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 January 2025.
  - Next AIPP Meeting: November 14, 2024
  - AIPP Board to be presented to Shores Development art component for approval.

- Recycling Drive
  - 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:
  - AV-24-002 / Howard Bogis / 7900 SW 141 Terrace / Administrative variance requesting two (2) side street variances

- 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
  - Comp Plan
  - Sign Code

- Business Tax:
  - Business Tax Receipt software was launched October 30, 2024.
  - Renewals: 207
  - New: 6

- Building Division
  - Received 185 permits applications.
  - 304 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 434
    - Mechanical: 16
    - Electrical: 108
    - Plumbing: 43
    - Zoning: 76

      Total: 655

- Code Compliance Division
  - Common violations: property maintenance residential
  - New cases: 25
  - Close Cases: 56
  - Citations Issued: 6
  - Special Master cases: 26

Upcoming Events

- November 19, 2024, Special Master Hearing
- November 14, 2024, AIPP Meeting
- November 21, 2024, Resiliency Committee Hearing
- 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:	December 9, 2024
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 (November 2024)

ATTORNEY REPORT

NOVEMBER 1-15, 2024

1.Review Colonial Life Contract

2. Review of Live Local Village's Procedure Posting

3. Prepare Fairchild Re-Zoning Ordinance

4. Letters re: Sign Requirements

5. Review and Amend Fairchild Final Judgment

6. Memo re: Agenda Items

7. Review All PRRs

8. Draft/Review All Legislation

9. Amend Bench Buddy Documents

10. Review/Amend Public Notices

11. Review/Amend All Procurement Agreements

12. Review Corporation Reports Act

13. Review and Approve Plants, LLC Medical Dispensary Settlement

14. Emails, Meetings, etc.

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Parks and Recreation Committee Meeting (September 5, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-PRCO-2024-09-05

MINUTES
PARKS & RECREATION COMMITTEE MEETING
Thursday, September 5, 2024
Village Hall Municipal Center – 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

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1. CALL TO ORDER AND ROLL CALL – The meeting was called to order at 6:59 P.M.

Committee Members in Attendance:

Leo Llinas – Chair
Sheila Frazier – Secretary
Member Michael Lesman
Member David Greenwell
Member Edward Feller
Kirk Hearin, Parks & Recreation Superintendent
Patrick Fiore, Council Liaison

2. PUBLIC COMMENTS, INCLUDING COMMENTS FROM VILLAGE COUNCIL, VILLAGE MANAGER OR STAFF: None.

3. APPROVAL OF MINUTES

A. Thursday, June 13, 2024 - Approved unanimously

4. OLD BUSINESS: None

5. DISCUSSION OF AGENDA ITEMS

Kirk Hearin presented a comprehensive status report covering Coral Reef Park's paths and trails, the new Farmer's Market vendor, timeline of new recreational building (groundbreaking on Sept. 28, 2024), clearing of the Pine Rockland and the bid for Palmetto Bay Park's pickleball center which will go before council on Sept. 9, 2024, for approval. A new butterfly garden is now at Village Hall. On September 14th there is an ecological restoration at the Rockland at Palmetto Bay Park from 9:00 AM to 11 AM.

6. NEW BUSINESS

A. New candidates for the Softball Hall of Fame have not been received. It was suggested that this be advertised during the summer with signs to remind coaches of this process.

B. Kirk reported that the scoreboard replacement project at Palmetto Bay Park must go through the bid process again. It was observed that there remains a lack of

netting on field 1 and there is a drainage problem on fields 2 and 3. Rain flowing off the concession building pool on to the fields. It was suggested that a drainage grid be built on the quad surrounding the building, which would have to be included in the budget.

C. Leo observed that there are now chickens and roosters at Coral Reef Park.

7. REQUESTS FOR ASSISTANCE TO VILLAGE COUNCIL AND VILLAGE MANAGER

A. Request Village manager's assistance with netting and scoreboard projects and introducing a solution for the flooded softball fields at Palmetto Bay Park.

8. SELECTION & LIST OF DISCUSSION ITEMS FOR THE NEXT MEETING

- Thursday, November 7, 2024, at 7 p.m. at Village Hall

9. ADJOURNMENT: The meeting adjourned at 7:44 p.m.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (September 19, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-RC-2024-09-19

MINUTES
RESILIENCY COMMITTEE MEETING
THURSDAY, SEPTEMBER 19, 2024 – 6:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

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1. **Roll call and acknowledgement of visitors**
   - **A. Call to order @ 6:02 PM.**
   - **B. Committee:**
     - **The following members were in attendance:** Andrea Candelaria (Resiliency Staff Liaison), Sussette Irizarry (Resiliency Committee Chairperson), Lasaly Changkachith (Secretary of Resiliency Committee), Committee member Heidi Faller, Committee member Veronica Sosa, Committee member Mohammad Taha, Leann Tellam (Council member Vice Mayor)

2. **Public Comments, including comments from Village Council, Village Manager, or staff**.
   - **A.** Veronica Sosa, new committee member, introduced herself and background. Known as the turtle lady.
   - **B.** Committee members introduced themselves to the Mrs. Veronica Sosa.

3. **Approval of Meeting Minutes**
   - **A.** Thursday, April 18, 2024
   - **B.** Consensus approval of meeting minutes.

4. **Old Business**
   - **A.** No Old Business

5. **Presentations**
   - **A.** Member Lasaly Changkachith's Presentation (switched from April 18th meeting)
     - **i.** Defined ecology and focused macro-level of ecoloby: Population, Community and Ecosystem.
     - **ii.** Presentation focused on ecosystems in Village of Palmetto Bay (VoPB)
     - **iii.** VoPB is situated on Atlantic Coastal Ridge of raised limestone that runs the length of South Florida and above sea level.
     - **iv.** Definitions of different ecosystems were provided along with images from around the village associated from Pinelands, Hardwood Hammocks, and Mangroves.

v. Provided information at a higher-level of how the ecosystem affects our environment from water filtration from the mangrove frindge to carbon sequestration of various trees.

vi. Learned that different trees have different levels of CO2 sequestration. The strongest CO2 sequesters are mangroves and the worst at CO2 scrubbing are palm trees.

vii. Recommendations for council were provided from research. A discussion ensued regarding the recommendations from presentation.

1. Protected areas was defined.
2. Jurisdictions were discussed. Limitations on boundaries and areas the Village can implement effective environmental policies to enhance its resiliency.
3. A project to list native trees to enhance protection of the park space, possible projects for non-profit organizations.

viii. Refer to exhibit A for attached images of presentation.

6. Discussion of Agenda Items

A. Resilience Hub Update (RH)

I. Information container managed by Rockefeller Foundation.

II. Ownership has been transferred to Miami Dade County

III. Suggested RH for Camp in the Park in February 2025

B. Social media topics to share with the public

I. Committee Member Heidi Faller did a PSA on Septic Smarts video for the village. The video is on YouTube and is also available on the EPA YouTube Channel.

II. Committee members can bring to the next meeting topics that they can do a video to post on social media.

III. Reviewed Committee Faller's YouTube videos.

7. New Business

A. Andrea provided an update on the Vulnerability Assessment. A suggestion was made to provide an update of the VPB progress in the Vulnerability Assessment.

B. Had more than 100 survey participants and now it is time to review the data.

C. Fall Recycling Drive-Thru, Saturday, November 2, 2024. Request committee members to participate.

8. Request for assistance to Village Council and Village Manager

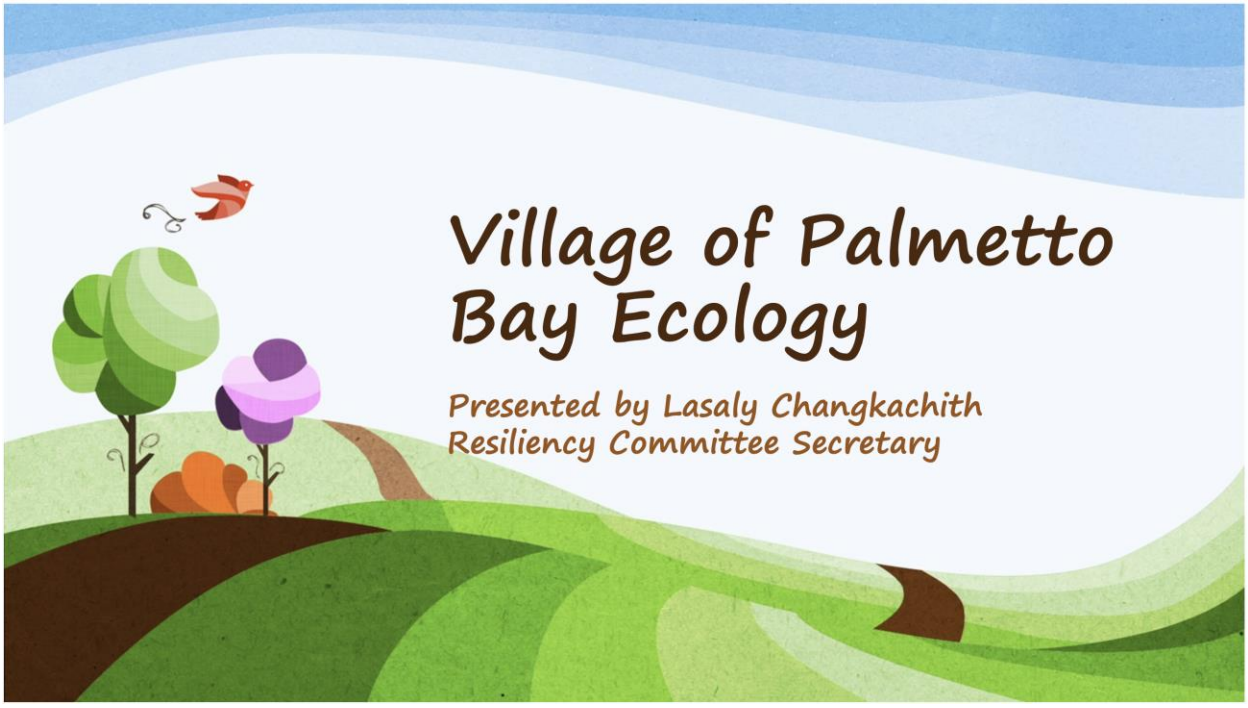
A. No were made for assistance.

9. Selection and list of discussion items for the next meeting scheduled for Thursday, November 21, 2024, at 6:00 PM.

10. Adjournment @ 7:45 PM.

Written & Prepared by Resiliency Committee Secretary L. Changkachith

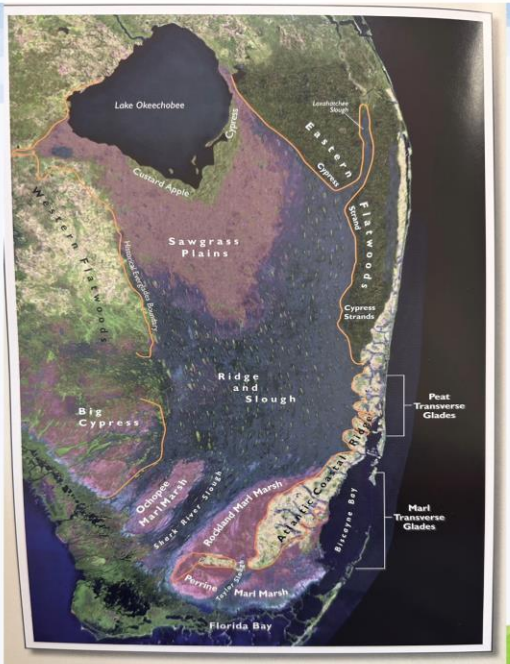
Exhibit A: Ecology Presentation Slides



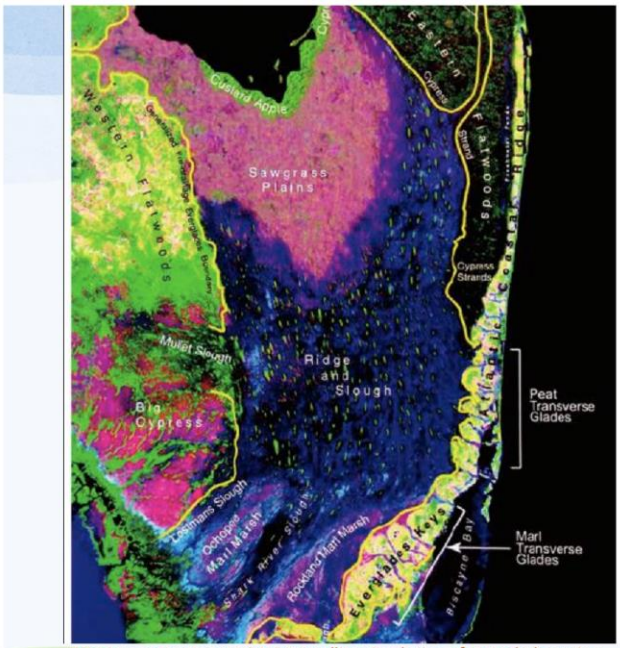


Everglades Ecology

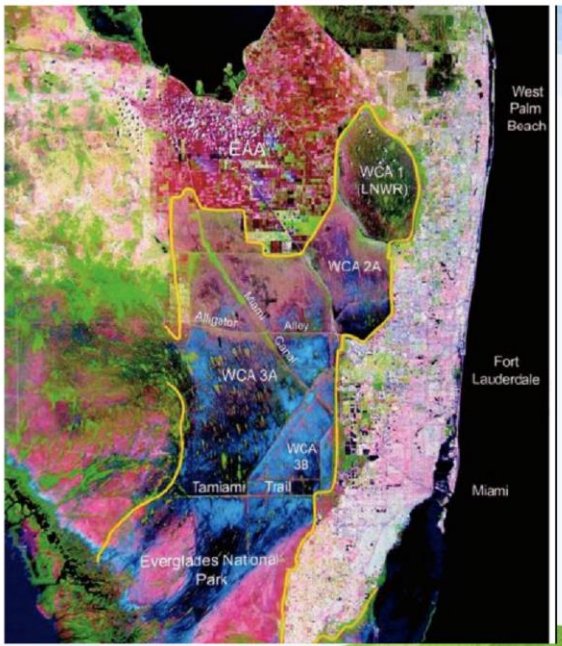
- Lake Okeechobee, Custard Apple Grove, & Cypress
- Sawgrass Plains
- Ridge and Slough of river grass
- Ochopee Marl Marsh
- Shark River Slough
- Western Flatwoods
- Big Cypress
- Eastern Flatwoods & Cypress Strand
- Atlantic Coastal Ridge
- Peat Transverse Glades
- Marl Transverse Glades
- Rockland Marl Marsh
- Perrine Marl Marsh



Simulated satellite image of Everglades region prior to development. (Courtesy of the South Florida Water Management District)

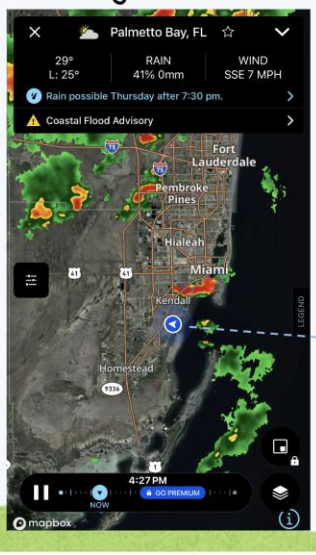


Water management District satellite simulation of Everglades prior to development 1880s.



Satellite imagery of Everglades dated 2016.

Atlantic Coastal Ridge– Raised limestone running the length of South Florida's eastern coast, and, together with the eastern flatwoods, creates the boundary of the Everglades basin; also, the substrate of rocky pinelands.



The Village of Palmetto Bay and its surrounding neighbors Cutler Bay and Pinecrest are located along the Atlantic Coastal Ridge.

Weather satellite image pin-points our location



Protected Parklands @ Bill Sadowski Park



Pinelands @ Coral Eeef Park



Rockland Marl Marsh

Marl – Unconsolidated, fine grained sedimentary rock consisting of clay minerals, calcite or aragonite, and silt. Most commonly used as fertilizer.



The marl space by former Burger King HQ in PBV off of 184th ST. It is home to protected and endangered blue land crabs.

Peat – A dark brown or blackish material that is the remains of plants partly decayed in water and is sometimes dug up and dried for use as fuel.



Blackish water is teeming with life. Crabs, fish, jellyfish, and other marine animals thrive in our bays.

Pinelands – The Rocky Pinelands occurs along the Atlantic Coastal Ridge. Much of it has been destroyed from development. Characterized by its high ground, rough limestone surface. Largely open, it harbors dense hardwood hammocks.





This natural and dwindling ecosystem for the raccoons, opossums, and other wild things is dwindling and being over-developed. An example is by the Reserved Homestead AFB and the Amazon distribution center and the 152nd street sale of protected pinelands for Walmart and other mixed-use development.

Hardwood Hammocks

- Characterized by the presence of tall, broad-leaved trees, rich biodiversity, and adaptations to the region's subtropical climate.
- The canopy creates diverse community of plant species that include shrubs, vines, and herbaceous plants. The dense canopy and diverse understory create a microclimate that is cooler and more humid than the surrounding landscape, which provides habitat for a variety of wildlife.
- Functions include carbon sequestration, air and water purification

The Canopy & Its Understory

TREES

- Live Oak (Quercus virginiana)
- Gumbo Limbo (Bursera simaruba)
- Strangler Fig (Ficus aurea)
- Cabbage Palm (Sabal palmetto)

SHRUBS

- Wild Coffee (Psychotria nervosa)
- Poisonwood (Metopium toxiferum)
- Wild Tamarind (Lysiloma latisiliquum)
- Cocoplum (Chrysobalanus icaco)
- Wax Myrtle (Myrica cerifera)
- Seagrape (Coccoloba uvifera)

EPIPHYTES & VINES

- Spanish Moss (Tillandsia usneoides)
- Orchids
- Bromeliads
- Native Grape (Vitis cinerea)
- Greenbrier (Smilax spp.)

* Loss of hardwood hammocks has endangered the wildlife and some plants

The Sea – Consists of the Florida Bay, Biscayne Bay, and Ten Thousand Islands (west coast of Florida). Village of Palmetto Bay is associated primarily with Biscayne Bay which is extremely shallow, with much of its floor exposed at low tide.





Mangrove Fringe – Interface between land and sea, fresh water and salt water. Habitat for many wildlife, fishes, and functions as nursery.



Birds depend on the mangrove fringe for their home or as a resting spot along their migratory path.

Different Types of Mangroves Reduces water surges as barriers.



Red Mangroves

* Red Mangroves extrude salt through their roots.



White Mangroves



Black Mangroves

* White and Black Mangroves extrude salt through their leaves. One can see salt crystals form on the leaves. The leaves will turn yellow and drop.

* Mangroves are super-powers of CO2 fixation or Carbon Dioxide sequestration. Basically, they are the Earth's super air filters. The filter 10x more CO2 than mature hardwood forests!

Recommendations

For the Palmetto Bay Village Council

Carbon Sequestration/Fixation

- Rebuild mangrove fringe and mangrove tree Islands in the Bay
- Mangroves sequester 10x more CO2 than hardwood forests
  - ❖ Hardwoods seuester 10,994 CO2 parts per unit over its lifetime
- Reduce use of palms to line streets, they are the least efficient at CO2 reduction



Improve Signage of Protected Spaces

- Add more "Protected Natural Area" signs existing park green spaces
- Redesign protection signages to reflect our residents love of green space
- Projects to post name native species will protect pine lands and hardwood hammocks



Pocket Parks

- Revitalization of Pocket Parks to include native species and assign as a "Protected Natural Area"
- Create canopies and micro-forests (Miyawaki Method)

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AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Youth Community Involvement Task Force Meeting (September 27, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-YCITF-2024-09-27

MINUTES
Youth Community Involvement Task Force Meeting
Friday, September 27, 2024, at 4:00 PM
Village Hall Municipal Center, 9705 East Hibiscus Street, Palmetto Bay, FL 33157

Discussion Items:

a. Buddy Bench
   - Benches safe for park
   - Bench should not be in coral reef elementary and park
   - Increased sociability potential
   - Students from different schools
   - At palmetto and coral reef park
   - November 16 (coral reef park) and December 7 (palmetto bay park)

b. Teen talks:
   - Tomorrow is financial literacy
   - Next month is interviews

c. Groundbreaking ceremony
   - Tomorrow at 12-1
   - Community room opening at coral reef park
   - Possible teen night monthly after constructed

d. Project ideas for the year
   - Composting/ gardening education possibility idea (o'neill and jean)
   - Community garden maybe at coral reef, school inclusion
   - Thrift for change idea or clothes swap, continuation of enviro

New business:

- Grant application details
- Improvements for coral reef park
- Managed by Florida department of environment protect
- Intention is to assist cities with funding for recreational opportunities
- Select improvements that make application competitive

Main improvements

1. Playground improvements, replacing old equipment, 300,000 goes to park improvements, rest is divided among numbers 2-4
2. Boating facilities to renovate ramp and build a dock for access to canal from park
3. Tennis court improvements, resurfacing existing courts, improving quality
4. Add more picnic tables and facilities around park

O'Neill cooper motion to support Coral reef park improvements

Evelyn second all in favor approved

NEXT MEETING:

1. Composting/ gardening environmental project
2. Buddy bench project
3. Teen talks
4. Update on butterfly video

Meeting minutes prepared and written by Secretary Brooke Barnett

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	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 INSTALLTION OF SPEED PHOTO ENFORECMENT SYSTEMS TO MONITOR AND ENFORCE SCHOOL ZONE SPEED LIMITS; ADOPTING ALL APPLICABLE REQUIRMENTS 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 ENFORECMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by the Administration and Prepared by Village Attorney, John C. Dellagloria) (Passed on First Reading on November 4, 2024)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Red Speed

Exhibit A-Professional Services Agreement

ORDINANCE 2024-___

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 INSTALLTION OF SPEED PHOTO ENFORECMENT SYSTEMS TO MONITOR AND ENFORCE SCHOOL ZONE SPEED LIMITS; ADOPTING ALL APPLICABLE REQUIRMENTS 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 ENFORECMENT; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by the Administration and Prepared by Village Attorney, John C. Dellagloria)*

WHEREAS, too often, the adopted speed limits in school zones are not adhered to by the drivers on the roads in the Village; and

WHEREAS, there are myriad private and public schools throughout the Village, from pre-school through high school, and it is the responsibility of the government to ensure the safety of every child in our Village schools ; and

WHEREAS, as a means of enforcing the laws and for the protection of our students, the Village Council wishes to contract with Red Speed Florida, LLC., to provide detection and enforcement of speed limits at the school zones in the Village; and

WHEREAS, complying with all applicable provisions and requirements of Chapter 316, Florida Statutes.

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. The Village Manager is authorized to negotiate and enter into a Contract with Red Speed Florida, LLC ("Red Speed") for a Speed Photo Enforcement System ("SPE System") to be installed and placed at the school zones throughout the Village.

Section 3. The Contract and exhibits are attached as composite Exhibit "1".

Section 4. As required by Section 316.077 Florida Statutes (and as amended), the following shall be required by the Village and Red Speed regarding the SPE System:

(i) The Village Council finds that there is evidence of drivers at multiple school locations in the Village failing to abide by the posted speed limits in school zones;

(ii) That the Village Council believes that heightened security measures are needed to enforce posted speed limits at the Village's schools;

(iii) That the Village Council authorizes the placement and installation of SPE Systems at all schools in the Village;

(iv) That all required annual and summary reports to the Department of Highway Safety shall be provided by Red Speed through the Village's administration, and when required, will be read aloud at a public meeting of the Council;

(v) That the report shall contain all statistical data required by Section 316.077(4)(a)(2)(b), Florida Statutes;

(vi) That annual reports shall be provided to the Governor, the President of the Senate and the Speaker of the House of Representatives regarding the use and operation of the SPE System and all requirements of the Statute;

(vii) That all signage shall be installed and placed to comply with the specifications established by the Department of Transportation.

Section 5. The Village shall make a public announcement of the proposed use of the speed detection system and conduct a public awareness campaign at least thirty (30) days prior to commencing enforcement and advise as to the specific date of commencement.

Section 6. 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 7. 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 8. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this ____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2024.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**

Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria

Additions shown by underlining and deletions shown by ~~overstriking~~.

Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") made this _____ day of _____2024, between REDSPEED Florida, LLC, a Florida Limited Liability Company ("REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and the Village of Palmetto Bay, Florida, ("Village" or "Palmetto Bay")), located at 9705 E. Hibiscus St, Palmetto Bay, FL 33157 (the "Parties").

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WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" ("SPE System"); and

WHEREAS, the Village desires to use the SPE System to monitor and enforce school zone speed limits; and

WHEREAS, municipalities are authorized to use traffic infraction detectors to enforce the provisions of Chapter 316, Florida Statutes and for the implementation and operation of such program by REDSPEED.

NOW, THEREFORE, the Parties agree as follows:

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

Section 2. As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by the SPE System or by REDSPEED.

"Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital, or video images of a Motor Vehicle recorded by an SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by a Traffic Enforcement Officer.

"Speed Photo Enforcement System" ("SPE System") means an electronic system that

captures recorded images of Motor Vehicles speeding in a designated school zone and consisting of, at a minimum, one radar IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Traffic Enforcement Officer" means an employee of the Village's police department or other Village employee who meets the qualifications of Chapter 316 of the Florida Statutes for approving and/or issuing Notices of Violation.

"Violation" means a violation under Chapter 316, Florida Statutes or a violation of the Village's Code of Ordinances, as may be amended from time to time.

Section 3. REDSPEED shall provide the scope of work as identified in "Exhibit A, Section

Section 4. The Village shall provide the requirements in "Exhibit A, Section 2".

Section 5. The service fee schedule is identified in "Exhibit B."

Section 6. The term of this Agreement shall be for sixty (60) months beginning upon the joint execution of this Agreement. and may be extended for five (5) additional one (1) year periods at the sole discretion of the Village; provided however, that the Parties comply with all terms of Chapter 316, Florida Statutes regarding any extension.

Section 7. This Agreement may be terminated:

(i) By mutual written consent of the Parties.

(ii) For cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement and the defaulting Party fails to cure the default within thirty (30) days after receiving written notice.

(iii) For convenience, by either Party if state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination.

(iv) For the convenience of the Village, which reserves the right to terminate by giving written notice to REDSPEED thirty (30) days prior to the effective date of such termination.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the Parties recognize that the Village will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist in this regard. Accordingly, the Parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Village shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by the Village not to do so, REDSPEED shall continue to process all images taken before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in

the Agreement as if the Agreement were still in effect. REDSPEED shall advise the Village with all revenues owed the Village accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from accrued revenues provided to the Village.

Section 8. REDSPEED may not assign, pledge, hypothecate, transfer, or dispose of this Agreement. Nor shall REDSPEED take any action that could result in any fiscal or legal liability for the Village. Provided however, the Village acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement may require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. The Village agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights ONLY TO THE EQUIPMENT but not the service provided under this Agreement, to any of the previously mentioned financial institutions without the Village's prior written approval. Notwithstanding any written approval, REDSPEED shall first obtain an indemnification in the Village's favor from all third parties that are approved by the Village

Section 9. REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the Village at any time during REDSPEED's normal working hours excluding trade secrets as defined by Florida law and are confidential pursuant to Florida law other information that is exempt from disclosure pursuant to Chapter 119, Florida Statute. No information given by REDSPEED to the Village will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED. Notwithstanding that designation by REDSPEED, unless either protected by Florida case law or exempt from disclosure pursuant to Chapter 119, Florida Statutes, the Village and REDSPEED shall recognize and comply with all public records requirements REDSPEED shall not use any information acquired by this program with respect to any violations or law enforcement activities of the Village for any purpose other than the program encompassed by this Agreement.

Section 10. It is understood by the Village that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction with the Village. The SPE Systems are provided to the Village only under the terms and for the term of this Agreement.

Section 11. REDSPEED shall maintain during the term of the Agreement all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records related to this Agreement. REDSPEED agrees to make available to the Village's Finance Director and Independent Auditor, during normal business hours, all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS**, Village Clerk Missy Arocha, phone no. (305) 259-1264, at Village Hall, 9705 E. Hibiscus St., Palmetto Bay, 33157**.

Section 12. REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the Village against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of the Village.

Additionally, REDSPEED 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 Agreement by REDSPEED or its employees, agents, servants, partners, principals or subcontractors. REDSPEED 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 REDSPEED's negligence, at both trial and appellate levels. REDSPEED expressly understands and agrees that any insurance required by this Agreement or otherwise provided 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 Agreement 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.

Section 13. REDSPEED shall maintain the following minimum scope and limits of insurance:

(i) Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall name the Village and its officers, employees, volunteers, and elected officials as additional insured for liability arising from REDSPEED's operation.

(ii) Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than $500,000 for each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law but shall not be required to provide such coverage for any actual or statutory employee of the Village.

(iii) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum $1,000,000 per occurrence combined single limit bodily injury and

property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Village and its officers, employees, and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished within thirty (30) calendar days after the date on which this Agreement is made. Such certificates show that the Village shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall obtain substitute insurance within thirty (30) days in the event of a cancellation

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties waive the privilege of the venue and agree that all litigation between them in the state courts shall take place in Miami-Dade County.

Section 14. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between the Village Manager and senior management of REDSPEED. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally- assisted mediation. Before a demand for mediation may be filed by either Party, the Parties shall have met at least two times in face-to-face meetings to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution to the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content, or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

Section 15. The Village may from time to time consider it in its best interest to change, modify or extend the term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between the Village and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both Parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or the Village of any of its obligations under this Agreement unless stated therein.

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

Section 16. In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

Section 17. Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of the Village. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

Section 18. The Village and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused because of the Force Majeure; and,
- the non-performing Party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period more than two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. The economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

Section 19. REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be conducted under this Agreement.

Section20. There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

Section 21. REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. The Village reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all negligent, intentional, or reckless acts and omissions. REDSPEED shall defend, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, at both trial and appellate levels.

Section 22. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties waive the privilege of venue and agree that all litigation shall be in the State Courts of Miami-Dade County.

REDSPEED SPECIFICALLY UNDERSTANDS AND AGREES THAT IT IS SOLELY RESPONSIBLE TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS OF CHAPTER 316, FLORIDA STATUTES. IN THE EVENT THAT REDSPEED FAILS TO COMPLY AND IT IS FOUND TO BE IN VIOLATION OF ANY PROVISIONS OR REQUIEMENTS BY MAIMI-DADE COUNTY, THE STATE OF FLORIDA OR ANY OTHER GOVERNMENTAL AGENCY, THIS AGREMENT WILL TERMINATE AND REDSPEED SHALL INDMNIFY THE VILLAGE FOR ANY LIABILITY THE VILLAGE MAY SUFFER AS A RESULT OF THE NON-COMPLIANCE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE CLERK'S OFFICE.

Section 23. The provisions of this Agreement, including the recitals, comprise all the terms,

conditions, agreements, and representations of the Parties with respect to the subject matter hereof. All representations and promises made by ~~any party to another~~, either, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

Section 24. Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or the Village shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

Village of Palmetto Bay
Attn: Nick Marano
Village Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

REDSPEED Florida, LLC
Attn: Robert Liberman
Manager
400 Eisenhower Lane North
Lombard, Illinois 60148

Section 25 The Village desires to enter into this Agreement only if in so doing the Village can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of up to five thousand ($5,000.00) dollars. REDSPEED hereby expresses its willingness to enter into this Agreement with an amount not to exceed a $5,000.00 limitation on recovery for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Agreement. REDSPEED may not recover any consequential, lost profits, punitive or any other damage and shall only receive compensatory damages should the Village breach the Agreement.Nothing contained in this paragraph or elsewhere in this Agreement 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.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

VILLAGE of PALMETTO BAY

_____
Nick Marano, Village Manager
Attest:

_____
Missy Arocha, Village Clerk

APPROVED AS TO FORM:

_____
John C. Dellagloria, Village Attorney

REDSPEED FLORIDA, LLC

_____
Name Title

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems Palmetto Bay wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "Palmetto Bay Scope of Work". REDSPEED and Palmetto Bay understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by Palmetto Bay, unless otherwise specified, Palmetto Bay shall not charge REDSPEED for the cost. All other in-scope work, external to Palmetto Bay, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and Palmetto Bay after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of Palmetto Bay internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "REDSPEED Florida LLC as agent for The Village of Palmetto Bay at CIBC Bank." All funds collected on behalf of Palmetto Bay, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and

transferred by wire on or about the 15th calendar day of the month to Palmetto Bay's primary deposit bank. Palmetto Bay will identify the account to receive funds wired from First Midwest Bank. Palmetto Bay shall sign a W-9 and blocked account agreement, to be completed by Palmetto Bay, to ensure Palmetto Bay's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between Palmetto Bay and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. Palmetto Bay shall reserve the right to request a new project manager.

13. REDSPEED shall provide Palmetto Bay with RedCheck, an automated web- based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purpose of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral, and exclusive decision of the Traffic Enforcement Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as Palmetto Bay's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for Palmetto Bay.

19. If Palmetto Bay is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide Palmetto Bay access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by Palmetto Bay, REDSPEED shall, at REDSPEED's expense, provide and train Palmetto Bay with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In instances where damage to an SPE System is caused by negligence on the part of Palmetto Bay or its authorized agent(s), REDSPEED will provide Palmetto Bayan estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, Palmetto Bay specific help line to help Palmetto Bay resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

26. REDSPEED shall provide Palmetto Bay with a warning period consistent with State law.

27. REDSPEED shall provide authorized Village users with access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. REDSPEEED will maintain video data for one (1) year unless otherwise requested for preservation by The Village.

28. Palmetto Bay will have real-time access to violation and camera data.

29. REDSPEED will assist Palmetto Bay with the installation and maintenance of any required signage including flashers.

30. Pursuant to Section 448.095(5), Florida Statutes, REDSPEED shall, prior to execution of this Agreement, register with the E-Verify system. REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to require from any subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

    REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.

SECTION 2.
PALMETTO BAY'S'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, Palmetto Bay shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate Palmetto Bay's responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, Palmetto Bay shall provide REDSPEED with the name and contact information for a Coordinator or staff responsible for oversight of all related program requirements.

3. Within seven (7) business days of execution of the Agreement, Palmetto Bay shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by Palmetto Bay's' police department to approve and issue Notices of Violation.

4. Palmetto Bay shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at Palmetto Bay's facility or by appointment with the Police Department.

5. REDSPEED will relocate the SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and Palmetto Bay.

6. Palmetto Bay shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and Palmetto Bay will endeavor to approve the plans in a timely manner.

7. Palmetto Bay will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

8. If use of private property right of way is needed, Palmetto Bay may assist REDSPEED in acquiring permission to build existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

9. Palmetto Bay may allow REDSPEED to build needed infrastructure in the existing Palmetto Bay owned easement as necessary and only after required permits have been approved.

10. Palmetto Bay's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or Palmetto Bay's Ordinances within five (5) days, excluding Saturday, Sunday and Palmetto Bay's observed holidays, of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

12. The Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

13. Palmetto Bay shall oversee inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Palmetto Bay may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

14. If remote access to a REDSPEED SPE System is blocked by Palmetto Bay's network security infrastructure, Palmetto Bay's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

15. Palmetto Bay shall always maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. Palmetto Bay shall maintain and update this list and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

16. Palmetto Bay shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement, such as short days, no in-person instruction days, or closings.

17. Palmetto Bay shall ensure that cameras in Village maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

PALMETTO BAY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

The fee includes all costs required and is associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Flock Licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

Thirty-five percent (35%)of the Palmetto Bay's' Statutory share of collected revenue.

E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with The Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with The Village of El Portal.

The contractor acknowledges it is obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by The Village for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST	Company Name
Signature of Corporate Secretary	Signature
Type/Print Name of Corporate Secy.	Type/Print Name
Date	Date

(CORPORATE SEAL)

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	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, REQUIREMENTS, ENFORCEMENT MEASURES, AND PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres) (Passed on First Reading on November 4, 2024)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ordinance-Storm Water Sewer-MS4

ORDINANCE NO. 2024-___

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, REQUIREMENTS, ENFORCEMENT MEASURES, AND PENALTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

WHEREAS, the Village of Palmetto Bay recognizes that stormwater runoff can carry pollutants into the municipal separate storm sewer system (MS4), which ultimately discharges into waters of the United States; and

WHEREAS, the Village is required to comply with the National Pollutant Discharge Elimination System (NPDES) permit program under the Clean Water Act (CWA), as administered by the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP); and

WHEREAS, the Village acknowledges its responsibility to protect and improve the quality of water resources, reduce non-storm water discharges, and prevent pollution from entering the MS4 to the maximum extent practicable (MEP) as required by federal and state laws; and

WHEREAS, the Village has determined that the regulation of non-storm water discharges is necessary to promote the health, safety, and welfare of its residents and to preserve and protect the quality of the Village's natural water resources.

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

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

SECTION 1. Purpose: The purpose of this ordinance is to regulate non-storm water discharges into the Village's storm drainage system (MS4), to control the introduction of pollutants, and to promote compliance with the NPDES permit program under the Clean Water Act. This ordinance establishes methods to reduce the discharge of pollutants to the maximum extent practicable (MEP) in order to protect water quality and preserve the integrity of the Village's water resources.

SECTION 2. Definitions: For the purposes of this ordinance, the following words and phrases shall have the meanings indicated:

1. **Best Management Practices (BMPs):** Structural, non-structural, or procedural measures that, when implemented, effectively reduce or eliminate the discharge of pollutants to stormwater.

2. **Clean Water Act (CWA):** The federal law governing water pollution control, 33 U.S.C. § 1251 et seq.

3. **Municipal Separate Storm Sewer System (MS4):** A conveyance or system of conveyances that is owned or operated by the Village and is designed or used for collecting or conveying stormwater, including storm drains, pipes, ditches, and channels, which discharges to waters of the United States.

4. **Non-Storm Water Discharge:** Any discharge to the MS4 that is not composed entirely of stormwater, except for discharges pursuant to an NPDES permit or other similar authorized discharges.

5. **National Pollutant Discharge Elimination System (NPDES):** The program established under the Clean Water Act that regulates the discharge of pollutants into waters of the United States.

6. **Pollutant:** Any material or substance that, when discharged into stormwater, can degrade water quality or harm public health, including but not limited to, oil, grease, toxic chemicals, sediment, debris, sewage, pesticides, fertilizers, and other pollutants.

7. **Stormwater:** Rainwater or snowmelt that runs off the land and impervious surfaces into the MS4 or directly into water bodies.

SECTION 3. Prohibited Non-Storm Water Discharges

1. Except as authorized by the Village or permitted under the NPDES program, no person shall discharge or cause to be discharged into the MS4 any non-storm water discharges, including but not limited to:
    a. Oil, grease, or other petroleum products;
    b. Paint, solvents, or chemical products;
    c. Construction debris, sediment, or rubble;
    d. Sewage, waste, or wastewater;
    e. Pesticides, herbicides, or fertilizers;
    f. Dumping of trash, litter, or other materials;
    g. Hazardous materials as defined under federal and state law;
    h. Any other substances that could impair water quality.

2. This section shall not apply to discharges resulting from activities regulated by an NPDES permit or discharges specified by the Village as permissible.

SECTION 4. Permissible Non-Storm Water Discharges

1. The following non-storm water discharges are permissible if they are not detrimental to water quality and do not cause or contribute to violations of water quality standards, subject to compliance with appropriate BMPs:

    a. Water line flushing;
    b. Landscape irrigation or lawn watering;
    c. Diverted stream flows;
    d. Uncontaminated groundwater infiltration;
    e. Discharges from emergency firefighting activities;
    f. Discharges authorized by the Village pursuant to an NPDES permit.

2. The Village shall establish BMPs for each type of permissible discharge to minimize pollutant discharge.

SECTION 5. Best Management Practices (BMPs) and Control Measures

1. All activities that have the potential to introduce pollutants to the MS4 shall implement appropriate BMPs to control pollutants at the source and reduce discharge to the maximum extent practicable (MEP).
2. The Village may, at its discretion, require an applicant for a permit, business owner, or any other responsible party to submit a plan detailing BMPs to control non-storm water discharges, as a condition of the permit or activity approval.
3. The Village shall promote education and outreach efforts to increase public awareness of stormwater pollution and encourage the use of BMPs.

SECTION 6. Monitoring, Reporting, and Enforcement

1. The Village shall have the authority to monitor and inspect any property or facility connected to the MS4 to ensure compliance with this ordinance.

2. Any person or entity found to be in violation of this ordinance shall be subject to enforcement actions, including:

a. Issuance of a Notice of Violation (NOV);
b. Requirement to implement corrective actions, including the installation or modification of BMPs;
c. Penalties as established by the Village Code of Ordinances.

3. The Village Manager or their designee shall have the authority to initiate penalties, including fines, suspension of permits, or other corrective actions in the case of repeated or severe violations.

SECTION 7. Severability: If any provision of this ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 8. Effective Date: This Ordinance shall become effective immediately upon second reading.

PASSED ON FIRST READING this ____ day of _____, 2024.

PASSED AND ADOPTED ON SECOND READING this ____ day

of _____, 2024.

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 Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
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 TOWNHALLS; PROVIDING DEFINITIONS, NOTICE, PUBLIC COMMENT, LOCATION, STAFFING, ADVERTISING, AND COSTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Townhall Meetings-MM

ORDINANCE 2024-___

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)*

WHEREAS, the Village Charter Division 2, Section 2-44, styled "Meetings," provides for Village Council meetings; and,

WHEREAS, the Village Council wishes to enact legislation by which a Councilmember may initiate a townhall meeting, so that the public may hear and speak about an issue affecting the Village and its residents; and,

WHEREAS, to facilitate the meeting, the Councilmember requesting the meeting shall work with the Village Manager to determine notice, public comment, location, staffing, advertising, and costs.

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

Section 1. Section 2.44 of Division 2 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by the addition of Subsection (g) as follows:

(g)*Townhall Meetings.* A townhall meeting is a public meeting called by a Councilmember for the public to discuss a Village-related issue that may require Council attention and future action. A notice of the meeting shall advise that public comments during the meeting are encouraged. The townhall may be held in Village Hall or at a location in the Village mutually agreed upon by the Village Manager and Councilmember. The Councilmember calling the meeting or designee shall lead the discussion. Councilmembers may attend in person or virtually if held as a hybrid townhall, but may not participate in the

discussion. No official action shall be taken, but action may be referred to the Council. The Village Manager shall provide assistance in the form of notice, public comment, location, staffing, advertising, costs, and other reasonable requests. Townhall expenses shall be paid from Village funds. A townhall meeting shall be noticed as a "Sunshine" meeting pursuant to Section 286.011, Florida Statutes.

Section 2. 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 3. 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 4. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this 9th day of December, 2024.

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. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	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)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso-Certifying Election Results 2024-MA
Attachment A-Certification Letter-Results of Election
Attachment B-Results Official State Certification 11.15.24 - General 11.05.24 Nonpartisan

RESOLUTION NO. 2024-___

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)*

WHEREAS, the certification of the results of the General Election conducted on November 5, 2024 has been delivered to the Village Council; and

WHEREAS, the General Election of the Village of Palmetto Bay has been canvassed and returns have been made by inspectors and the Supervisor of Elections of Miami Dade County; and

WHEREAS, ballots of registered voters for the Village of Palmetto Bay have been tabulated and a determination of the total number of votes cast as such election has been conducted.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. The Village Council hereby declares and certifies that the General Election conducted on November 5, 2024, the following votes were cast as provided in *Attachment A* (Certification of Miami Dade County Supervisor of Elections):

For Palmetto Bay Vice Mayor, the whole number of votes cast was 13,288 of which number:

Mark Merwitzer received 6,683 votes
Leanne Tellam received 6,605 votes

For Palmetto Bay Council Member Seat 2, the whole number of votes cast was 13,031 of which number:

Steve Cody received 7,522 votes
David M. Singer received 5,509 votes

Section 3. Seat of Vice Mayor. It is hereby certified and declared that Mark Merwitzer has been officially elected as Vice Mayor of the Village of Palmetto Bay for a four-year term, with the Oath of Office Swearing-in Ceremony taking place on December 9, 2024.

Section 4. Council Member Seat 2. It is hereby certified and declared that Steve Cody has been officially elected as Council Member for Seat 2 of the Village of Palmetto Bay for a four-year term, with the Oath of Office Swearing-in Ceremony taking place on December 9, 2024.

Section 5. That the Village Clerk is hereby authorized and directed to perform all incidental duties in connection herewith as required by law.

Section 6. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 9th day of December 2024.

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 ____

Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-8683 F 305-499-8501
TTY 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Christina White, Supervisor of Elections for Miami-Dade County, Florida, do hereby certify that the attached is a true and correct copy of the Official Results for the Miami-Dade County General Election conducted on November 5, 2024, which included the **Palmetto Bay General Election**:

- **Vice Mayor**
- **Council Member - Seat 2**

WITNESS MY HAND AND

OFFICIAL SEAL, AT MIAMI,

MIAMI-DADE COUNTY, FLORIDA,

ON THIS 15TH DAY OF NOVEMBER, 2024

Christina White
Supervisor of Elections
Miami-Dade County

Enclosure

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY

We, the undersigned, VICTORIA FERRER, County Judge, Chairperson, MIESHA DARROUGH, County Judge, Substitute Member, CHRISTINA WHITE, Supervisor of Elections, Member, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Fifteenth day of November, 2024 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Fifth day of November, 2024 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Retention of Justice Renatha Francis of the Supreme Court

Yes	625,479 votes
No	331,121 votes

Retention of Justice Meredith Sasso of the Supreme Court

Yes	607,862 votes
No	342,114 votes

Retention of Judge Kevin M. Emas of the Third District Court of Appeal

Yes	698,469 votes
No	245,658 votes

Retention of Judge Ivan F. Fernandez of the Third District Court of Appeal

Yes	663,794 votes
No	277,450 votes

Retention of Judge Norma Shepard Lindsey of the Third District Court of Appeal

Yes	641,220 votes
No	295,041 votes

For County Court Judge, Group 29, the whole number of votes cast was 918,728 of which

Christopher Benjamin	received	476,814 votes
Alina Salcines Restrepo	received	441,914 votes

***** Official Results *****
CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY

For School Board, District 3, the whole number of votes cast was 110,761 of which

Joseph "Joe" Geller	received	60,740 votes
Martin Karp	received	50,021 votes

For School Board, District 7, the whole number of votes cast was 126,970 of which

Mary Blanco	received	86,182 votes
Maxeme "Max" Tuchman	received	40,788 votes

For County Commissioner, District 7, the whole number of votes cast was 101,295 of which

Cindy Lerner	received	43,960 votes
Raquel A. Regalado	received	57,335 votes

For Aventura City Commissioner Seat 1, the whole number of votes cast was 14,761 of which

Gustavo F. Blachman	received	7,075 votes
Michael Isaac Jacobs	received	5,979 votes
Alberto Zaltzberg	received	1,707 votes

For Aventura City Commissioner Seat 2, the whole number of votes cast was 14,536 of which

Cindy Orlinsky	received	9,796 votes
Gary Pyott	received	4,740 votes

For Bal Harbour Council Member District 4, the whole number of votes cast was 1,272 of which

David Albaum	received	538 votes
Alejandro Levy	received	734 votes

For Biscayne Park Commissioner, the whole number of votes cast was 2,036 of which

Ryan Huntington	received	801 votes
MacDonald Kennedy	received	802 votes
Daniel R. Samaria	received	433 votes

For Cutler Bay Council Member Seat 2, the whole number of votes cast was 19,278 of which

Brook De Melo Gomes	received	9,201 votes
Suzy Lord	received	10,077 votes

For Doral Mayor, the whole number of votes cast was 25,749 of which

Christi Fraga	received	20,405 votes
Roxanna Garay	received	5,344 votes

For Doral Councilmember Seat 1, the whole number of votes cast was 24,841 of which

Ivette Gonzalez Petkovich	received	9,845 votes
Rafael Pineyro	received	14,996 votes

For Doral Councilmember Seat 3, the whole number of votes cast was 23,352 of which

Juan Carlos Esquivel	received	8,324 votes
Nicole Reinoso	received	10,428 votes
Irina Vilarino	received	4,600 votes

For El Portal Councilperson Seat 4, the whole number of votes cast was 1,029 of which

Luis M. Pirela	received	511 votes
Charles Winters	received	518 votes

For Key Biscayne Village Council, the whole number of votes cast was 13,438 of which

Michael F. Bracken	received	2,391 votes
Franklin H. Caplan	received	2,376 votes
Charles Hyatt Collins	received	1,314 votes
Mark E. Fried	received	2,004 votes
Nicolas Lopez-Jenkins	received	2,152 votes
Nancy Stoner	received	3,201 votes

For Medley Mayor, the whole number of votes cast was 559 of which

Roberto Martell	received	238 votes
Lily Stefano	received	321 votes

For Medley Council Member, the whole number of votes cast was 1,017 of which

Ernesto Fuster	received	180 votes
Arturo "Artie" Jinete	received	259 votes
Ivan Pacheco	received	157 votes
Karina Pacheco	received	163 votes
Lourdes Rodriguez	received	258 votes

For Miami Gardens Council Member Seat 5, the whole number of votes cast was 42,302 of which

Karen Hunter-Jackson	received	16,357 votes
Linda Julien	received	25,945 votes

For Miami Lakes Mayor, the whole number of votes cast was 15,708 of which

Josh Dieguez	received	7,320 votes
Tony Fernandez	received	6,593 votes
Yuniett Gonzalez	received	1,795 votes

For Miami Lakes Councilmember Seat 1, the whole number of votes cast was 14,771 of which

Angelo Cuadra Garcia	received	8,015 votes
Mario O. Pinera Jr.	received	6,756 votes

For N.Bay Village Treasure Island Commissioner, the whole number of votes cast was 2,830 of which

Doris Acosta	received	1,602 votes
Jose R. Parada Jr.	received	1,228 votes

For North Miami Mayor, the whole number of votes cast was 19,652 of which

Naomi Esther Blemur	received	3,568 votes
Daphne Campbell	received	4,408 votes
Alix Desulme	received	7,226 votes
Hector Medina	received	4,450 votes

***** Official Results *****
CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY

For North Miami Councilperson District 1, the whole number of votes cast was 4,477 of which

Kevin A. Burns	received	1,926 votes
Vanessa Pierre	received	1,366 votes
Evan A. Shields	received	607 votes
Jessica Wolland	received	578 votes

For North Miami Councilperson District 4, the whole number of votes cast was 6,307 of which

Daniel Calixte	received	1,036 votes
Charlie Nacivre Charles	received	1,020 votes
Pierre Frantz Charles	received	2,777 votes
Beverly Hilton	received	900 votes
Bethynel "Betty" Vega	received	574 votes

For North Miami Beach Group 1 Mayor, the whole number of votes cast was 13,287 of which

Michael Joseph	received	7,374 votes
Evan S. Piper	received	5,913 votes

For North Miami Beach Group 3 Commissioner, the whole number of votes cast was 13,036 of which

Hubert Dube	received	3,216 votes
Daniela Jean	received	6,401 votes
Margaret Mary "Margie" Love	received	3,419 votes

For North Miami Beach Group 5 Commissioner, the whole number of votes cast was 12,160 of which

McKenzie Fleurimond	received	7,415 votes
Ketley Joachim	received	4,745 votes

For North Miami Beach Group 7 Commissioner, the whole number of votes cast was 12,680 of which

Eunice Flowers	received	1,847 votes
Ellis Keeter	received	1,434 votes
Maggy Belizaire Lopez	received	2,339 votes
Lynn Su	received	3,235 votes
Paule Villard	received	3,825 votes

For Opa-locka Commissioners, the whole number of votes cast was 5,426 of which

Retevea Bain-Walden	received	476 votes
Chris Davis	received	851 votes
Brian Dennis	received	634 votes
Audrey Dominguez	received	746 votes
Joseph L. Kelley	received	1,719 votes
Luis Santiago	received	1,000 votes

For Palmetto Bay Vice Mayor, the whole number of votes cast was 13,288 of which

Mark Merwitzer	received	6,683 votes
Leanne Tellam	received	6,605 votes

For Palmetto Bay Council Member Seat 2, the whole number of votes cast was 13,031 of which

Steve Cody	received	7,522 votes
David M. Singer	received	5,509 votes

For Pinecrest Councilmember Seat 3, the whole number of votes cast was 10,175 of which

Shannon del Prado	received	6,746 votes
Ralph Sanchez	received	3,429 votes

For South Miami Mayor, the whole number of votes cast was 4,970 of which

Javier Fernandez	received	4,970 votes

For South Miami Commissioner Group II, the whole number of votes cast was 5,597 of which

Daniel Guerra	received	2,704 votes
Danny Rodriguez	received	2,893 votes

For South Miami Commissioner Group III, the whole number of votes cast was 3,976 of which

Brian Corey	received	3,976 votes

For Sunny Isles Beach Commissioner Seat 1, the whole number of votes cast was 7,402 of which

Patricia Alvarez	received	2,630 votes
George Bardmesser	received	1,355 votes
Jerry Joseph	received	2,855 votes
Iracilda Lichtinger	received	562 votes

For Sunny Isles Beach Commissioner Seat 3, the whole number of votes cast was 7,360 of which

Greg Capra	received	3,583 votes
Fabiola Stuyvesant	received	3,777 votes

For Virginia Gardens Council, the whole number of votes cast was 1,370 of which

Richard L. Block	received	404 votes
Debra A. Conover	received	421 votes
Gabriel Fernandez	received	545 votes

For Cutler Cay Community Development District, Seat 3, the whole number of votes cast was 731 of which

Albert Collazo	received	513 votes
Christopher T. Musser	received	218 votes

For Cutler Cay Community Development District, Seat 4, the whole number of votes cast was 697 of which

Donna Fishbein	received	285 votes
Alexandra Penn Williams	received	412 votes

For Downtown Doral South Community Development District, Seat 4, the whole number of votes cast was 887 of which

Adolfo William Alfonso	received	278 votes
Francisco Bird	received	441 votes
Guillermo J. Silva Malavé	received	168 votes

***** Official Results *****
CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY

For Downtown Doral South Community Development District, Seat 5, the whole number of votes cast was 882 of which

Lidy C. Hernandez Perez	received	447 votes
Jaime Mercado	received	435 votes

For Islands at Doral III Community Development District, Seat 4, the whole number of votes cast was 1,511 of which

Victoria González	received	1,037 votes
Gerardo A. Verde	received	474 votes

For Landmark at Doral Community Development District, Seat 5, the whole number of votes cast was 831 of which

Juan Javier De Maqua	received	525 votes
Yasenka Peterson	received	306 votes

For Majorca Isles Community Development District, Seat 1, the whole number of votes cast was 675 of which

Reginald Andre	received	304 votes
Theodis Tyrone Kendrick	received	214 votes
Nathan Price	received	157 votes

For Majorca Isles Community Development District, Seat 2, the whole number of votes cast was 673 of which

Eric Moss	received	332 votes
Tamara Price	received	341 votes

***** Official Results *****

CERTIFICATE OF COUNTY CANVASSING BOARD
MIAMI-DADE COUNTY

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

Victoria Lener 11/15/24
COUNTY JUDGE, CHAIRPERSON

Mieke S. Lenard 11/15/2024
COUNTY JUDGE, SUBSTITUTE MEMBER

11/15/24
SUPERVISOR OF ELECTIONS, MEMBER

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	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)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Calendar 2025-MA

RESOLUTION NO. 2024-____

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 COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS, AND BUDGET WORKSHOPS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to announce the 2025 schedule for the Regular Council Meetings, for the Zoning and Land Development Meetings; Committee of the Whole Workshops, and Budget Workshops for the calendar year 2025; and

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

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

Section 1. Regular Meetings. Pursuant to Section 4.1 of the Village Charter, the Council shall host eleven (11) regular monthly meetings in each calendar year, at such times and places as the Council may prescribe. When a Regular Meeting falls on a legal or recognized religious holiday, or on a day of an event of importance to the Council, the meeting may be canceled or held on another day as by the Council.

The 2025 Regular Meetings of the Village Council shall be held at the Village Hall Council Chambers, 9705 East Hibiscus Street, Palmetto Bay, at 7:00 p.m., on:

January 13, 2025	July 7, 2025
February 3, 2025	September 8, 2025
March 3, 2025	October 6, 2025

April 7, 2025
May 5, 2025
June 2, 2025
November 3, 2025
December 1, 2025

Section 2. **Zoning and Land Development Permit Hearings**.

(a) The Village Council shall hold quasi-judicial hearings on applications for zoning, land development site plans at 7:00 p.m. on the following dates:

January 27, 2025
February 24, 2025
March 24, 2025
April 21, 2025
May 19, 2025
June 16, 2025
July 21, 2025
September 15, 2025
October 20, 2025
December 8, 2025

Section 3. **Virtual Committee of the Whole Workshops.**

(a) The Village Council shall hold virtual Committee of the Whole Workshops at 7:00 pm on the following dates:

January 15, 2025
March 19, 2025
May 21, 2025
July 16, 2025

(b) The Committee of the Whole meetings may be cancelled only upon a vote of three Council Members.

(c) Committee of the Whole agenda items for discussion must be submitted to the Clerk no later than ten (10) days prior to a scheduled Committee of the Whole meeting, and the Clerk shall post such items on a tentative agenda on the Village website. Agenda items may be removed at any time in advance of the meeting by the person who submitted the item, and the Clerk shall publish the official final agenda seven (7) days prior to the meeting.

(d) Committee of the Whole agenda items for discussion may be submitted by the Mayor, Vice Mayor, any Councilmember, the Manager, the Village Attorney, and the Village Clerk.

Section 4. Mid-Year Town Hall Meetings/Budget Workshops. The Village Council shall hold Town Hall Meetings/Budget Workshops in anticipation of the 2025-26 Fiscal Year Budget at 7:00 PM, together with the Village Manager, on the following dates:

June 25, 2025
July 30, 2025

Section 5. Agenda Process. The policy guide for the agenda process to prepare agendas for all public meetings is consistent with Resolution 2020-45 to ensure that Village staff has adequate time to receive information and documents required for agenda items, including publication requirements.

Section 6. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 9th day of December 2024.

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. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Nick Marano, Village Manager's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PERSONNEL; RATIFYING THE SELECTION 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 by Village Manager Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Approving PandZ Director.doc

Reso- Attach_PZ Dir_Javier Gonzalez Resume.pdf

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PERSONNEL; RATIFYING THE SELECTION OF JAVIER GONZALEZ, AICP AS PLANNING AND ZONING DIRECTOR TO FILL THE CURRENT VACANCY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager Nick Marano)*

WHEREAS, Section 3.3 (1) of the Village Charter provides that the Village Manager must obtain majority approval of the Council before appointing any department director; and

WHEREAS, a Director-level vacancy currently exists in the Department of Planning and Zoning, formerly known as the Department of Community and Economic Development; and

WHEREAS, the FY 2024-25 Adopted Budget includes funding for the vacant position; and

WHEREAS, the hiring of this position is critical to the continued daily operations of the department; and

WHEREAS, Mr. Gonzalez is a highly-qualified candidate for the position who meets the minimum qualifications for the director post; and

WHEREAS, the Village desires to move forward with the confirmation of Javier Gonzalez, AICP as the Planning & Zoning Director.

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

Section 1. The Village Council hereby approves the selection of Javier Gonzalez, AICP as the Planning & Zoning Director, a position formerly known as the Community and Economic Development Director, to fill the existing vacancy, which is approved in the FY 2024-25 Adopted Budget.

Section 2. Approval by the Village Council, pursuant to the requirements of Section 3.3 (1) of the Village Charter, shall be part of the Village's pre-employment process and does not confer any guarantee of employment upon the candidate.

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

PASSED AND ADOPTED this 9th day of December, 2024.

ATTEST: _____ _____

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

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

_____
John C. Dellagloria, Esq.
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 ____

Javier Gonzalez

Contact

8015 SW 135 Court
Miami, FL 33183
305-458-3447
Javier.jg23@gmail.com

Education

Florida International University
Master's in Public Administration

Florida International University
Bachelor's in Public Administration

Key Skills

Leadership
Project Management
Communication

Certifications

American Institute of Certified Planners
Certified Floodplain Manager

Objective

An AICP certified planner with over 13 years of experience in the public and private sector, including in the fields of zoning, urban planning, economic development, and private housing development.

Experience

August 2024 - Present

City Planner • City of Homestead

Responsible for the overall operation of the Planning and Zoning Division including, current and long-range planning activities to promote the orderly growth and development of the city. Evaluate and prepare reports on rezoning, variances, special exception permits, plats, site plans and comprehensive plan amendments. Also work with professional consultants to assist in achieving the goals of the department and the city.

June 2023 – August 2024

Urban Planning Director • DoubleC & Century Homebuilders Group

Assist in feasibility studies to assess project viability. Assist in design and engineering. Oversee land development review process, including comprehensive plan amendments, rezonings, site plans, civil plans, workforce housing applications, and building permit approvals. Assist in construction and completion and occupancy process.

February 2021 – June 2023

Planning & Zoning Director • City of Doral

Responsible for guiding the orderly growth of the city, implementing the City's Comprehensive Plan and Land Development Code. I oversaw the Economic Development Division and the Business Licensing Division for the city. I met with public officials, developers, and the public regarding development plans and land use applications.

January 2017 – February 2021

Assistant Planning & Zoning Director • City of Doral

Administer daily operations, manage staff, and oversee key functions, including site plan review, building permit review, and customer service. Prepared staff reports, ordinances and resolutions, on various zoning and comprehensive plan applications.

June 2015 – January 2017

Planner • City of Doral

Gather planning data, prepare special reports, and other planning studies for the city. Evaluate rezonings, LDC text amendments, and comprehensive plan amendments. Review site plans and building permits for conformance with zoning regulations. Administer various master plan updates including the Low Impact Development Master Plan, Doral Boulevard Master Plan, Doral Décor District Master Plan.

December 2011 – June 2015

Code Compliance Officer • City of Doral

Enforce the City's Code and the Florida Building Code. Present code violation cases to the Code Enforcement Special Master. Respond to complaints regarding commercial and residential buildings, building construction, and zoning regulations.

Leadership

Successfully led a team of twelve members and administered a budget of 1.6 million. Implemented the goals, objectives, and policies of the City of Doral Comprehensive Master Plan. Provided excellent customer service to residents, business owners, and developers through the plan and permit review process, and licensing process.

References

Pedro Hernandez	Henry Iler	Joe Corradino
COO	Principal	President
Century Homebuilders	Iler Planning, LLC	The Corradino Group
786-905-6066	561-351-0286	305-606-2364

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Olga Cadaval, Grants
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 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)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-2025_Legislative_Priorities

RESOLUTION NO. 2024-_____

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

WHEREAS, the Village Council has developed a Legislative Agenda that supports the priorities of the Village of Palmetto Bay for the 2025 Legislative Session; and

WHEREAS, the Mayor & Village Council desire to lobby the State Legislature to consider and address these priorities.

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

Section 1. The Mayor and Village Council hereby approve the Village of Palmetto Bay 2025 Legislative Agenda, as further detailed in Section 2 below.

Section 2. The Mayor and Village Council hereby support and approve the priority projects set forth below for state funding assistance and takes position to support certain legislative policies, as follows:

A. Requesting funding for critical local drainage and flood control projects that mitigate the impact of natural disasters and improve the Village's resiliency to hurricanes and other severe weather events. To that extent, the Village is requesting funding assistance for the construction of sub-basin 11, which has been fully designed.
B. Seeking funding assistance for the Village's FRDAP and other such FDEP projects to address park capital improvements and acquisitions.
C. Encouraging the Legislature to appropriate funding for the Public Transit Service Development Program in support of the Village's

on-demand transit service grant application, which has already been selected for funding.

D. Supporting any legislation requesting funding assistance and partnership opportunities for projects that enhance mobility and create a network of interconnected lanes in support of bicycle and pedestrian activity within the Village.

E. Endorse legislation for policies and initiatives that improve the health of Biscayne Bay and the resiliency of Palmetto Bay regarding freshwater flow and related items.

F. Advocating for legislation that aims to reduce homeowner, flood and hazard insurance rates, and works to achieve rate relief and reforms.

G. Supporting funding for mental health initiatives for children of school age and increasing school funding for mental health issues to protect our children.

H. Leading and supporting efforts to improve the Live Local Act to minimize the negative aspects of the statute on smaller municipalities.

I. Supporting funding for cybersecurity grants and programs.

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

PASSED and **ADOPTED** this 9th day of December, 2024.

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.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 9, 2024

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 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)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Cartee Rd.doc
Reso - Cartee Rd.docx
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Bid Sheets.pdf
Exhibit C - ITB# 2025-11-003.pdf

Exhibit D - Bid - Hahn.pdf
Exhibit E - Bid - Hartec.PDF
Exhibit F - Bid - Jormak.pdf
Exhibit G - Bid - Pabon.pdf

To: Honorable Mayor and Village Council

Date: December 2, 2024

From: Nick Marano, Village Manager

Re: Cartee Rd. Neighborhood Water Main Extension

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)*

BACKGROUND AND ANALYSIS:

The Project consists of the installation of 860-LF of eight-inch (8") DIP water main, three (3) fire hydrants and services along SW 68th Avenue and the installation of 1,265-LF of eight-inch (8") DIP water main, five (5) fire hydrants and services along N. Cartee Road to service seventeen (17) single family homes currently on well water.

FISCAL IMPACT:

ARPA Funds $611,500.51

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2025-11-003
D. Bid – Hahn Construction Engineering Contractors, Inc.
E. Bid – Hartec Group, Inc.
F. Bid – Jormak Equipment and Consulting, Inc.
G. Bid – Pabon Engineering, Inc.

RESOLUTION NO. 2024-_____

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)*

WHEREAS, the Village published an ITB# 2025-11-003 a "Cartee Rd. Neighborhood Water Main Extension" on November 14th, 2024; and

WHEREAS, the Village received a total of four (4) bids on December 2nd, 2024; and

WHEREAS, Hahn Construction Engineering Contractors, Inc., 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 Hahn Construction Engineering Contractors, Inc. pursuant to ITB# 2025-11-003, entitled "Cartee Rd. Neighborhood Water Main Extension" is hereby approved.

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

PASSED and **ADOPTED** this 9th day of December 2024.

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: 12/2/2024

ITB#: 2025-11-003 **Item/Service:** Cartee Rd. Neighborhood Water Main Extension

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of four (4) bids received; Hahn Construction Engineering Contractors, Inc., Hartec Group, Inc., Jormak Equipment and Consulting, Inc., Pabon Engineering, Inc.

II. Recommendation:

a. Which bid is being recommended? Hahn Construction Engineering Contractors, 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 __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 December 9, 2024.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 12/02/24

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.

Bid Item No.	Description	Estimated Quantity	Unit of Measure	Price/Unit	Hahn Construction Engineering Contractors, Inc.	Price/Unit	Hartec Group, Inc.	Price/Unit	Jormak Equipment and Consulting, Inc.	Price/Unit	Pabon Engineering, Inc.
Item No. 1 – General Conditions											
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	$ 20,357.51	$ 20,357.51	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 15,000.00	$ 35,835.00	$ 35,835.00
1-2	MOBILIZATION	1	LS	$ 9,500.00	$ 9,500.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 82,000.00	$ 82,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	$ 24,000.00	$ 24,000.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 40,000.00	$ 40,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	$ 20,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00	$ 13,500.00	$ 13,500.00
				SUBTOTAL	**$ 73,857.51**	**SUBTOTAL**	$ 55,000.00	**SUBTOTAL**	$ 38,000.00	**SUBTOTAL**	$ 171,335.00
Item No. 2 – Demolition											
2-1	REMOVE AND DISPOSE ASPHALT	960	SY	$ 8.35	$ 8,016.00	$ 15.00	$ 14,400.00	$ 3.00	$ 2,880.00	$ 18.00	$ 17,280.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90	SY	$ 7.35	$ 661.50	$ 20.00	$ 1,800.00	$ 6.00	$ 540.00	$ 24.00	$ 2,160.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56	SY	$ 10.00	$ 560.00	$ 100.00	$ 5,600.00	$ 10.00	$ 560.00	$ 40.00	$ 2,240.00
				SUBTOTAL	**$ 9,237.50**	**SUBTOTAL**	$ 21,800.00	**SUBTOTAL**	$ 3,980.00	**SUBTOTAL**	$ 21,680.00
Item No. 3 – Water Distribution											
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	$ 3,700.00	$ 3,700.00	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 8,000.00	$ 8,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	$ 106.75	$ 230,580.00	$ 185.00	$ 399,600.00	$ 135.00	$ 291,600.00	$ 170.00	$ 367,200.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	$ 3,290.00	$ 13,160.00	$ 2,000.00	$ 8,000.00	$ 3,440.00	$ 13,760.00	$ 5,500.00	$ 22,000.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$ 9,270.00	$ 9,270.00	$ 3,500.00	$ 3,500.00	$ 17,300.00	$ 17,300.00	$ 9,500.00	$ 9,500.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$ 10,500.00	$ 10,500.00	$ 5,000.00	$ 5,000.00	$ 17,300.00	$ 17,300.00	$ 10,500.00	$ 10,500.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	$ 10,200.00	$ 81,600.00	$ 8,000.00	$ 64,000.00	$ 8,250.00	$ 66,000.00	$ 12,000.00	$ 96,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	$ 1,940.00	$ 1,940.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 10,000.00	$ 10,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	$ 2,471.00	$ 2,471.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00
3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	$ 200.00	$ 1,200.00	$ 2,000.00	$ 12,000.00	$ 1,000.00	$ 6,000.00	$ 200.00	$ 1,200.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	2862	$ 48,654.00	$ 4,000.00	$ 68,000.00	$ 5,550.00	$ 94,350.00	$ 1,800.00	$ 30,600.00
				SUBTOTAL	**$ 403,075.00**	**SUBTOTAL**	$ 578,100.00	**SUBTOTAL**	$ 512,310.00	**SUBTOTAL**	$ 557,000.00
Item No. 4 – Roadway and Site Restoration											
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	$ 22.00	$ 21,120.00	$ 30.00	$ 28,800.00	$ 11.00	$ 10,560.00	$ 34.00	$ 32,640.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	$ 21.50	$ 65,188.00	$ 7.00	$ 21,224.00	$ 16.50	$ 50,028.00	$ 20.00	$ 60,640.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	$ 4.00	$ 2,740.00	$ 15.00	$ 10,275.00	$ 10.00	$ 6,850.00	$ 5.00	$ 3,425.00

4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	$ 19.50	$ 16,087.50	$ 25.00	$ 20,625.00	$ 16.00	$ 13,200.00	$ 24.00	$ 19,800.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	$ 1,975.00	$ 1,975.00	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
4-6	RESTORE EXISTING SOD	950	SY	$ 12.00	$ 11,400.00	$ 7.00	$ 6,650.00	$ 9.00	$ 8,550.00	$ 4.00	$ 3,800.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	$ 30.00	$ 1,680.00	$ 65.00	$ 3,640.00	$ 15.00	$ 840.00	$ 90.00	$ 5,040.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	$ 65.00	$ 3,640.00	$ 90.00	$ 5,040.00	$ 75.00	$ 4,200.00	$ 65.00	$ 3,640.00
				SUBTOTAL	**$ 123,830.50**	**SUBTOTAL**	$ 106,254.00	**SUBTOTAL**	$ 99,228.00	**SUBTOTAL**	$ 138,985.00
Item No. 5 – Stormwater Pollution Prevention											
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 6,000.00	$ 6,000.00
				SUBTOTAL	**$ 1,500.00**	**SUBTOTAL**	$ 2,000.00	**SUBTOTAL**	$ 1,000.00	**SUBTOTAL**	$ 6,000.00
BID TOTAL					**$ 611,500.51**		**$ 763,154.00**		**$ 654,518.00**		**$ 895,000.00**

*Item No. 1 as $73,851.51 but should be $73,857.51.
*Item No. 2 as $125,330.50 but should be $123,830.50.
*Total of bid is $611,500.51 not $611,494.51.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	$20,357.51	$20,357.51
1-2	MOBILIZATION	1	LS	$9,500.00	$9,500.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	$24,000.00	$24,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	$20,000.00	$20,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	I	960	$8.35	$8,016.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	I	90	$7.35	$661.50
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	I	56	$10.00	$560.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	$3,700.00	$3,700.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	$106.75	$230,580.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	$3,290.00	$13,160.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$9,270.00	$9,270.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$10,500.00	$10,500.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	$10,200.00	$81,600.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	$1,940.00	$1,940.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	$2,471.00	$2,471.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	$200.00	$1,200.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	$2,862.00	$48,654.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	$22.00	$21,120.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	$21.50	$65,188.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	$4.00	$2,740.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	$19.50	$16,087.50
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	$1,975.00	$1,975.00
4-6	RESTORE EXISTING SOD	950	SY	$12.00	$11,400.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	$30.00	$1,680.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	$65.00	$3,640.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	$1,500.00	$1,500.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				$73,851.51
2	ITEM NO. 2 – DEMOLITION				$9,237.50
3	ITEM NO. 3 – WATER DISTRIBUTION				$403,075.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				$125,330.50
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				$1,500.00
			SUBTOTAL		$611,494.51
			TOTAL		$611,494.51

Total Bid Amount..... $611,494.51

Total Bid Amount (in words):

SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY ONE CENTS

Signature of Official: _____

Hahn Construction Engineering Contractors, Inc.

MICHAEL HAHN - PRESIDENT

Name: Michael Hahn
Title: President
Company: Hahn Construction Engineering Contractors, Inc.
Date: 112/2/2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	2,160	$1.00	$2,160.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	25,000.00	25,000.00
1-2	MOBILIZATION	1	LS	10,000.00	10,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	10,000.00	10,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	10,000.00	10,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	1	960	15.00	14,400.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	1	90	20.00	1800.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	1	56	100.00	5600.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	10000.00	10,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	185.00	399,600.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	2000.00	8,000.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	3500.00	3500.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	5,000.00	5,000.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	8,000.00	64,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	3,000.00	3,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	5,000.00	5,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	2,000.00	12,000.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	4,000.00	68,000.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	30.00	28,800.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	7.00	21,224.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	15.00	10,275.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	25.00	20,625.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	10,000.00	10,000.00
4-6	RESTORE EXISTING SOD	950	SY	7.00	6,650.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	65.00	3,640.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	90.00	5,040.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	2,000.00	2,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				55,000.00
2	ITEM NO. 2 – DEMOLITION				21,800.00
3	ITEM NO. 3 – WATER DISTRIBUTION				578,100.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				106,254.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				2,000.00
		SUBTOTAL			
		TOTAL			763,154.00

Total Bid Amount..... $ 763,154.00

Total Bid Amount (in words):

Seven Hundred Sixty Three Thousand One Hundred fifty four dollars and zero cents

Signature of Official: [signature]

Name: Garrett Hardee
Title: Vice President
Company: Hartec Group Inc.
Date: 12-1-2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloping	LF	1	200.00	200.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	15,000.00	15,000.00
1-2	MOBILIZATION	1	LS	5,000.00	5,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	3,000.00	3,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	15,000.00	15,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	1	960	3.00	2,880.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	1	90	6.00	540.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	1	56	10.00	560.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	1,000.00	1,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	135.00	291,600.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	3,440.00	13,760.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	17,300.00	17,300.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	17,300.00	17,300.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	8,250.00	66,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	2,000.00	2,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	3,000.00	3,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	1,000.00	6,000.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	5,550.00	94,350.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	11.00	10,560.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	16.50	50,028.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	10.00	6,850.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	16.00	13,200.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	5,000.00	5,000.00
4-6	RESTORE EXISTING SOD	950	SY	9.00	8,550.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	15.00	840.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	75.00	4,200.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	1,000.00	1,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS		LS	38,000.00	38,000.00
2	ITEM NO. 2 – DEMOLITION		LS	3,980.00	3,980.00
3	ITEM NO. 3 – WATER DISTRIBUTION		LS	512,310.00	512,310.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION		LS	99,228.00	99,228.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION		LS	1,000.00	1,000.00
		SUBTOTAL			654,518.00
		TOTAL			654,518.00

Total Bid Amount..... $ 654,518.00

Total Bid Amount (in words):

Six hundred fifty four thousand five hundred eighteen dollars and zero cents

Signature of Official: _____

Name: Jorge Olivero
Title: President
Company: Jormak Equipment and Consulting
Date: 12/2/24

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloping	LF	2,160	5.00	10,800.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	$35,835.00	$35,835.00
1-2	MOBILIZATION	1	LS	$82,000.00	$82,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	$40,000.00	$40,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	$13,500.00	$13,500.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	960 ✓	~~960~~ SY	$ 18.00	$17,280.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90 ✓	~~90~~ SY	$ 24.00	$ 2,160.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56 ✓	~~56~~ SY	$ 40.00	$ 2,240.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	$ 8,000.00	$8,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	$ 170.00	$367,200.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	$5,500.00	$ 22,000.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$9,500.00	$9,500.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$ 10,500.00	$10,500.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	$ 12,000.00	$96,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	$10,000.00	$10,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	$ 2,000.00	$ 2,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	$200.00	$1,200.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	$1,800.00	$30,600.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	$34.00	$32,640.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	$20.00	$60,640.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	$5.00	$3,425.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	$24.00	$19,800.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	$10,000.00	$10,000.00
4-6	RESTORE EXISTING SOD	950	SY	$4.00	$3,800.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	$90.00	$5,040.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	$65.00	$3,640.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	$6,000.00	$6,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				$171,335.00
2	ITEM NO. 2 – DEMOLITION				$21,680.00
3	ITEM NO. 3 – WATER DISTRIBUTION				$557,000.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				$138,985.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				$6,000.00
			SUBTOTAL		$895,000.00
			TOTAL		$895,000.00

Total Bid Amount..... $ 895,000.00

Total Bid Amount (in words):

Eight Hundred ninety Five thousand dollars and zero cents.

Signature of Official: _____

Name: Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 11/29/2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	2,160	$1.00	$2,160.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Invitation to Bid

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

TITLE:

Cartee Rd Neighborhood Water Main Extension

ITB NO.:

2025-11-003

DUE DATE:

Monday, December 2nd, 2024 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, November 14th, 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. 2025-11-003

Cartee Rd Neighborhood Water Main Extension

The Village of Palmetto Bay is currently soliciting bids for water main improvements. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Monday, December 2nd, 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 "**Cartee Rd Neighborhood Water Main Extension ITB# 2025-11-003**". **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 mandatory pre-bid meeting is scheduled for **Thursday, November 21st, 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 14th, 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")

Cartee Rd Neighborhood Water Main Extension (the "Project")

Construct a water main improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-003). The Project consists of the installation of 860-LF of eight-inch (8") DIP water main, three (3) fire hydrants and services along SW 68th Avenue and the installation of 1,265-LF of eight-inch (8") DIP water main, five (5) fire hydrants and services along N Cartee Rd to service seventeen (17) single family homes currently on well water. 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, November 26th, 2024, no later than 3:00 p.m. The Addendum will be posted by Tuesday, November 26th, 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 8.0:

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 five (5) 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 his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, 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 a water main improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-003). The Project consists of the installation of 860-LF of eight-inch (8") DIP water main, three (3) fire hydrants and services along SW 68th Avenue and the installation of 1,265-LF of eight-inch (8") DIP water main, five (5) fire hydrants and services along N Cartee Rd to service seventeen (17) single family homes currently on well water. 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 Guaranteed Maximum Price (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 Guaranteed Maximum Price.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS		
1-2	MOBILIZATION	1	LS		
1-3	MAINTENANCE OF TRAFFIC	1	LS		
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS		
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	960	SY		
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90	SY		
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56	SY		
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS		
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF		
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA		
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA		
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA		
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA		
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA		
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA		

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA		
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA		
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY		
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY		
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY		
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY		
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS		
4-6	RESTORE EXISTING SOD	950	SY		
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY		
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY		
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS		
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				
2	ITEM NO. 2 – DEMOLITION				
3	ITEM NO. 3 – WATER DISTRIBUTION				
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				
			SUBTOTAL		
			TOTAL		

Total Bid Amount..... $_____

Total Bid Amount (in words):

_____

_____

Signature of Official: _____

Name: _____
Title: _____
Company: _____
Date: _____

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: 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 2nd, 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*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 8 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: 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 7.0: 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 14th, 2024	Posted on the Miami Herald and Villages' Website	
Mandatory Pre-Bid Meeting	Thursday, November 21st, 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, November 26th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, November 26th, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, December 2nd, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

A. Competency and Responsibility of Company

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 8.0: 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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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: _____

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# 2025-11-003, 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 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Cartee Rd Neighborhood Water Main Extension**
ITB No. 2025-11-003 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,

Alessia
Bencomo,
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Cartee Rd Neighborhood Water Main Extension**
ITB No. 2025-11-003 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,

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")
Cartee Rd Neighborhood Water Main Extension

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and 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: Cartee Rd Neighborhood Water Main Extension (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-003
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 **Cartee Rd Neighborhood Water Main Extension** (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:_____
Date:_____	Date:_____
Address:_____	Address:_____

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Cartee Rd Neighborhood Water Main Extension
CONTRACTOR:
CONTRACT NO: 2025-11-003
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 **Cartee Rd Neighborhood Water Main Extension** the Contract being made a part of this Bond by reference; and

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

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

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

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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

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

1. The undersigned is the duly authorized representative of _____ doing business in the 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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

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

1. The undersigned is the duly authorized representative of _____ doing business in the 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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

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

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

Company: _____(Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

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

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

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

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

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

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

SECTION 10.0: Exhibits

Draft Contract for: Cartee Rd Neighborhood Water Main Extension

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 14th, 2024** for the **Cartee Rd Neighborhood Water Main Extension**; and

WHEREAS, the Company submitted a bid dated **December 2nd, 2024**, in response to **ITB# 2025-11-003**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to construct a water main 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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DRAFT

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22. Counterparts
23. Preservation of Village Property
24. Public and Employee Safety
25. Immigration Act of 1986
26. Company Non-Discrimination
27. Federal and State Tax
28. Public Records
29. Severability
30. E-Verify
31. Subcontractor
32. Iron and Steel in Public Works Projects

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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. Proposal 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 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 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 nine (9) 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.

Article 32. Iron and Steel in Public Works Projects

Section 255.0993, Florida Statutes, requires local governmental entities to include a requirement in contracts for projects using any State funds that certain iron or steel products be produced in the United States, authorizes the minimal use of foreign steel and iron materials in certain circumstances, and exempts specified products from the requirement.

Should the use of American iron or steel causes an increase of total project cost by twenty (20) percent, or if materials are not readily available, or materials cannot be purchased in sufficient quantities.

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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": Existing Utility Update **(.PDF FILE)**

Exhibit "B": NOI Use of General Permit **(.PDF FILE)**

Exhibit "C": NOA Use of General Permit **(.PDF FILE)**

Exhibit "D": 100% Submittal Design Plans **(.PDF FILE)**

Exhibit "E": Final Design Plans **(.PDF FILE)**

Exhibit "F": Topographic Survey **(.PDF FILE)**

Exhibit "G": Geotechnical Report **(.PDF FILE)**

(Total of 7 .pdf's to download with solicitation)

HAHN CONSTRUCTION ENGINEERING CONTRACTORS, INC.

Cartee Rd Neighborhood Water Main Extension
ITB NO.: 2025-11-003

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

BID DATE AND TIME:
Monday, December 2nd, 2024
11:00 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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hahn Construction Engineering Contractors, Inc. (hereinafter called the Principal), and The 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 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")
Cartee Rd Neighborhood Water Main Extension

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and 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 _____ under its corporation seal, and the said The Ohio Casualty 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 2nd day of December, and attested by its Witness, A.D., 2024.

ATTEST:

Hahn Construction Engineering Contractors, Inc.

Michael Hahn
president (Title)

By: Michael Hahn
(Principal)

ATTEST:

The Ohio Casualty Insurance Company

Dania Gogerty, Witness

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).

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205265-964011**

POWER OF ATTORNEY

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, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes 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 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, 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 King of Prussia, 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 David M. Carey, 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 2nd day of December, 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.

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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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	$20,357.51	$20,357.51
1-2	MOBILIZATION	1	LS	$9,500.00	$9,500.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	$24,000.00	$24,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	$20,000.00	$20,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	I	960	$8.35	$8,016.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	I	90	$7.35	$661.50
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	I	56	$10.00	$560.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	$3,700.00	$3,700.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	$106.75	$230,580.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	$3,290.00	$13,160.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$9,270.00	$9,270.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$10,500.00	$10,500.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	$10,200.00	$81,600.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	$1,940.00	$1,940.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	$2,471.00	$2,471.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	$200.00	$1,200.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	$2,862.00	$48,654.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	$22.00	$21,120.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	$21.50	$65,188.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	$4.00	$2,740.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	$19.50	$16,087.50
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	$1,975.00	$1,975.00
4-6	RESTORE EXISTING SOD	950	SY	$12.00	$11,400.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	$30.00	$1,680.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	$65.00	$3,640.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	$1,500.00	$1,500.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				$73,851.51
2	ITEM NO. 2 – DEMOLITION				$9,237.50
3	ITEM NO. 3 – WATER DISTRIBUTION				$403,075.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				$125,330.50
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				$1,500.00
			SUBTOTAL		$611,494.51
			TOTAL		$611,494.51

Total Bid Amount..... $611,494.51

Total Bid Amount (in words):

SIX HUNDRED ELEVEN THOUSAND FOUR HUNDRED NINETY FOUR DOLLARS AND FIFTY ONE CENTS

Signature of Official: _____

Hahn Construction Engineering Contractors, Inc.

MICHAEL HAHN - PRESIDENT

Name: Michael Hahn
Title: President
Company: Hahn Construction Engineering Contractors, Inc.
Date: 112/2/2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	2,160	$1.00	$2,160.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received November 15, 2024

Total Pages of Addendum including Acknowledgement 2

Print Name Michael Hahn

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.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received November 26, 2024

Total Pages of Addendum including Acknowledgement 3

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.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Hahn Construction Engineering Contractors, Inc.

Date Addendum Received 11/27/2024

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.

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	5440 SW 140 Ave., Suite B Princeton, FL 33032	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:

- **Chick Fil A 4730 - Homestead, FL**
  Project Description: Installed underground utilities – water, sewer and drainage and new parking lot
  Owner: Chick Fil A
  Date of Completion: October 2024

- **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

SECTION 8.0: 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: 12/2/2024

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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.

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

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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:

Chick Fil A #4606 - Hialeah

Scope of Work: Installed 8" DIP water main and fire hydrant, road and sidewalk restoration
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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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: Safe and Secure Self Storage - Opa Locka
Installation of 6" water main and fire hydrant, restoraiton of asphalt and sidewalk
Contract amount: 498,987

Length of Contract: 14 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:

Name of Public Entity/Company:
DC Construction Associates Inc.

Name of Individual completing this form: Robert Logan

Signature: _____ Title: Project Manager

Telephone: 561-988-8505 Email: rob@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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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
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

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: 12/2/2024

NON-COLLUSIVE AFFIDAVIT

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

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

(1) X He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____ the Company that has submitted the attached Bid;

(2) X 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: 12/2/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec 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 X he/she/they acknowledge that Xhe/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

EMMA ESCOBAR
Commission # HH 289887
Expires August 13, 2026

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: Hahn Construction Engineering Contractors, Inc.

Date: 12/2/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec 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

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: 12/2/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared personally known 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

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

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 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: Michael Hahn

Name (typed): Michael Hahn

Title: President

Company: Hahn Construction Engineering Contractors, Inc.

Date: 12/2/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec 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

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# 2025-11-003, 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: 12/2/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec 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

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 Hahn Construction Engineering Contractors, 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): Michael Hahn

Title: President

Company Name: Hahn Construction Engineering Contractors, Inc.

Date: 12/2/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd of Dec 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 2, 2024 at 10.00 AM 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: 12/2/2024

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Michael Hahn (the individual attesting below), being duly authorized byand on behalf of Hahn Construction Engineering Contractors, 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 2nd day of December, 20 24

Michael Hahn

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 2nd 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: 12/2/2024

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: 12/2/2024

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)
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.

Requester's name and address (optional)

City, state, and ZIP code
Homestead, FL 33032

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	6	2	9	8	2	9

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 ▶ Michael Hahn, President Date ▶ 12/2/2024

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.

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
Fortitude Insurance Solutions, LLC
10200 West State Road 84
Unit 103
Davie FL 33324

CONTACT NAME: Vita Delancy
PHONE (A/C, No, Ext): (954) 876-1106 **FAX (A/C, No):** (954) 488-3311
E-MAIL ADDRESS: vita@fortsure.com

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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 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			GMI-0206-03	02/17/2024	02/17/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 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 AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] 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.

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.

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

Worker(s) 10

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
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

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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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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	25,000.00	25,000.00
1-2	MOBILIZATION	1	LS	10,000.00	10,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	10,000.00	10,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	10,000.00	10,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	1	960	15.00	14,400.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	1	90	20.00	1800.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	1	56	100.00	5600.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	10000.00	10,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	185.00	399,600.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	2000.00	8,000.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	3500.00	3500.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	5,000.00	5,000.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	8,000.00	64,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	3,000.00	3,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	5,000.00	5,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	2,000.00	12,000.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	4,000.00	68,000.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	30.00	28,800.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	7.00	21,224.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	15.00	10,275.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	25.00	20,625.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	10,000.00	10,000.00
4-6	RESTORE EXISTING SOD	950	SY	7.00	6,650.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	65.00	3,640.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	90.00	5,040.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	2,000.00	2,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				55,000.00
2	ITEM NO. 2 – DEMOLITION				21,800.00
3	ITEM NO. 3 – WATER DISTRIBUTION				578,100.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				106,254.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				2,000.00
		SUBTOTAL			
		TOTAL			763,154.00

Total Bid Amount..... $ 763,154.00

Total Bid Amount (in words):

Seven Hundred Sixty Three Thousand One Hundred fifty four dollars and zero cents

Signature of Official: [signature]

Name: Garrett Hardee
Title: Vice President
Company: Hartec Group Inc.
Date: 12-1-2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloping	LF	1	200.00	200.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

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



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

Section 5.0: 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 2nd, 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*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 8 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: 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 7.0: 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 14th, 2024	Posted on the Miami Herald and Villages' Website	
Mandatory Pre-Bid Meeting	Thursday, November 21st, 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, November 26th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, November 26th, 2024	Posted on Vendor Registry	5:00 p.m.
Proposal Submission Date	Monday, December 2nd, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

A. Competency and Responsibility of Company

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 8.0: 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: GH

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12-1-24

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	—	—

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 Hardee

Title: Vice President

Company: Hartec Group Inc.

Date: 12/1/24

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: [signature]

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 12/1/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st day of December, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardee 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: Hartec Group Inc.

Date: 12/1/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st day of December, 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

_____
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: Garrett Hardie, Vice President
(print individual's name and title)

for: Hartec Group Inc.
(print name of entity submitting sworn statement)

whose business address is: 8200 SW 187 Ter., 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: GH

Name (typed): Garrett Hardee

Title: Vice President

Company: Hartec Group Inc.

Date: 12/1/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st day of December, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardee 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

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, Garret 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)

Hartec Group Inc
Name of Entity, Individual, Partners or Corporation

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

8200 SW 187 Ter. 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 Ter Cutler Bay, FL 33157	90%
Garrett Hardie	15840 SW 148 Ter 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: 12/1/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st day of, December 2023, 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

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

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 Cartee Rd Neighborhood Water Main Extension, ITB# 2025-11-003, 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: [signature]

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 12/1/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st 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

[signature]

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 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: GH

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 12/1/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 1st 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

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 1st 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): Garnett Hardee

Title: Vice President

Company Name: Hardee Group Inc.

Date: 12/1/24

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 1st day of December, 2024

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 18 day of December, 2024

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

SUZANNE DELGADO
Notary Public - State of Florida
Commission # HH 116652
My Comm. Expires Apr 24, 2025
Bonded through National Notary Assn.

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 Hardee

Title: Vice President

Signature:

Date: 12/1/24

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Hartec Group Inc. ("**Company**")
Vendor FEIN: 26-4325232
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: 12/1/24

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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 solid drainage pipe, french drain & roadway

Length of Contract: 1

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? ✓ Yes ___ No
If you responded no to any of the above please provide details:
Very responsible to client needs. Project manager was very knowledgeable.

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: 305-403-2062 Email: acarmenates@southmiamifl.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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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, Structure, Manholes, Solid drainage pipe, French drain, Roadway 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: Miami-Dade County

Name of Individual completing this form: Alfonso Duarte

Signature: A. Duarte Title: Const. 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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

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 of Royal Pointe (NW 158th terrace)

Length of Contract: 365

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 Miami Lakes

Name of Individual completing this form: Stanley Merantus

Signature: Stanley Merantus Title: Public Works Engineer

Telephone: (305) 364-6100 Email: merantuss@miami-lakes-fl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

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 27th day of November, 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

By: The Gray Casualty & Surety Company

(Surety) Attorney-in-Fact
Michael A. Bonet

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: Cartee Rd Neighborhood Water Main Extension, ITB#2025-11-003

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 27th day of November , 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 27th day of November , 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:

Cartee Rd Neighborhood Water Main Extension

ITB NO.:

2025-11-003

DUE DATE:

Monday, December 2nd, 2024 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: Tuesday, November 14th, 2024

CONTACT PERSON:

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

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	15,000.00	15,000.00
1-2	MOBILIZATION	1	LS	5,000.00	5,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	3,000.00	3,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	15,000.00	15,000.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	1	960	3.00	2,880.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	1	90	6.00	540.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	1	56	10.00	560.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	1,000.00	1,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	135.00	291,600.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	3,440.00	13,760.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	17,300.00	17,300.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	17,300.00	17,300.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	8,250.00	66,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	2,000.00	2,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	3,000.00	3,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	1,000.00	6,000.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	5,550.00	94,350.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	11.00	10,560.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	16.50	50,028.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	10.00	6,850.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	16.00	13,200.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	5,000.00	5,000.00
4-6	RESTORE EXISTING SOD	950	SY	9.00	8,550.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	15.00	840.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	75.00	4,200.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	1,000.00	1,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS		LS	38,000.00	38,000.00
2	ITEM NO. 2 – DEMOLITION		LS	3,980.00	3,980.00
3	ITEM NO. 3 – WATER DISTRIBUTION		LS	512,310.00	512,310.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION		LS	99,228.00	99,228.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION		LS	1,000.00	1,000.00
		SUBTOTAL			654,518.00
		TOTAL			654,518.00

Total Bid Amount..... $ 654,518.00

Total Bid Amount (in words):

Six hundred fifty four thousand five hundred eighteen dollars and zero cents

Signature of Official: _____

Name: Jorge Olivero
Title: President
Company: Jormak Equipment and Consulting
Date: 12/2/24

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Sloping	LF	2,160	5.00	10,800.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

SECTION 8.0: 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): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

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
Milling & Paving	C&R Milling & Paving	1 N Krome Ave Homestead FL 33030	305-686-2022 305-246-3022

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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: Jormak Equipment and Consulting

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 2,600 feet of 8-inch force main

Length of Contract: 180 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:

Company is reliable and equipped with the personell and equipment to do the work in a very satisfactory manner. The owner is always available and easy to reach. I highly recommend this company.

Name of Public Entity/Company:
Miami Dade Water and Sewer

Name of Individual completing this form: Gonzalo Garcia Jr.

Signature: Gonzalo Garcia Jr. Title: Construction Manager

Telephone: 786-552-4415 Email: gonzalo.garciajr@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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: Jormak Equipment and Consulting

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: Water, sewer, drainage, and concrete work

Length of Contract: Open
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:

Jormak Equipment is hired by North Bay Village to handle all the emergency repairs on the island. The company is on a 24hr on-call with the city and always responds on time and gets the job done with minimal impact to the residents.

Name of Public Entity/Company:
North Bay Village

Name of Individual completing this form: Meagan Cook

Signature: MCook Title: Director of Operations Public Works

Telephone: 786-447-8145 Email: mcook@nbvillage.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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: Jormak Equipment and Consulting

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 sewer line and drainage

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:

Contractor installed 10,000 linear feet of 24 inch sewer line with some drainage. All work was impeccable and accepted by the county officials. I would highly recommend this firm for any work needed to be done.

Name of Public Entity/Company:
Metro Express

Name of Individual completing this form: Angel Fernandez

Signature: [signature] Title: Project Manager

Telephone: 305-885-1330 Email: angel@metroexpresscorp.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): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

NON-COLLUSIVE AFFIDAVIT

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

Jorge Olivero being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Jormak 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): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, Dec. 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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

MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 2026

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 Jorge Olivero

For Jormak Equipment and Consulting

Whose business address is: 13070 S.W. 210 Terrace Miami, FL 33177

And (if applicable) its Federal Employer Identification Number (FEIN) is: 82-1581162

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): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, 20 Dec. 24, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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
MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 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: Jorge Olivero, President
(print individual's name and title)

for: Jormak Equipment and Consulting
(print name of entity submitting sworn statement)

whose business address is: 13070 S.W. 210 Terrace Miami, FL 33177

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-1581162

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): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, Dec 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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
MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 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, Jorge Olivero 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:

82-1581162

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

Jormak Equipment and Consulting

Name of Entity, Individual, Partners or Corporation

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

13070 S.W. 210 Terrace Miami, FL 33177

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
Jorge Olivero	13070 SW. 210 Terrace Miami, FL	100%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Jorge Olivero

Title: President

Company: Jormak Equipment and Consulting

Date: 12/2/24

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, Dec. 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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

MIRANDA SAN JUAN
Commission # HH 265969
Expires May 19, 2026

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Jormak Equipment and Consulting Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-003, 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 : C and R Milling and Paving
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jorge Olivero

Title: President

Company Name: Jormak Equipment and Consulting

Date: 12/2/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, Dec 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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
MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 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: Jorge Olivero

Name (typed): Jorge Olivero

Title: President

Company Name: Jormak Equipment and Consulting

Date: 12/2/24

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 2nd day of, Dec 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Olivero 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
MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 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 12/2/24 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): Jorge Olivero

Title: President

Company Name: Jormak Equipment and Consulting

Date: 12/2/24

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jorge Olivero (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 2nd day of December, 2024

_____

Signature of Affiant

Print or Type Name: Jorge Olivero

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,
this the 2nd day of December, 2024.

My Commission Expires: _____

Notary Public

MIRANDA SAN JUAN
Commission # HH 265989
Expires May 19, 2026

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

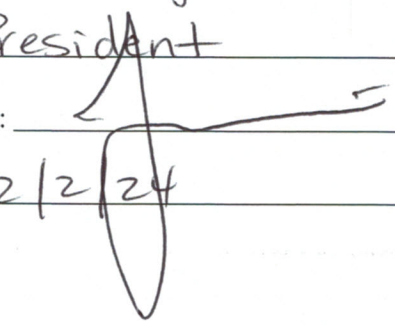
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

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: Jorge Olivero

Title: President

Signature: 

Date: 12/2/24

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Jormak Equipment and Consulting ("**Company**")
Vendor FEIN: 82-1581162
Address: 13070 S.W. 210 Terrace
City: Miami State: FL Zip: 33177
Phone number: 786-282-5020 Email Address: jorge@jormakequipment.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: Jorge Olivera
Title: President
Signature:
Date: 12/2/24

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.

JORMAK EQUIPMENT AND CONSULTING INC

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.

13070 SW 210TH TERR

Requester's name and address (optional)

6 City, state, and ZIP code

MIAMI FL 33177

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	2	–	1	5	8	1	1	6	2

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** ▶ **Date** ▶

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.*

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: Jormak Equipment and Consulting
Company

13070 S.W. 210 Terrace Miami, FL 33177
Address

ATT: Jorge Olivero, President
Name and Title

PROJECT DESCRIPTION: **Cartee Rd Neighborhood Water Main Extension**
ITB No. 2025-11-003 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,

Alessia
Bencomo,
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: Jormak Equipment and Consulting
Company

13070 S.W. 210 Terrace Miami, FL 33177
Address

ATT: Jorge Olivera President
Name and Title

PROJECT DESCRIPTION: **Cartee Rd Neighborhood Water Main Extension**
ITB No. 2025-11-003 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,

Alessia Bencomo
Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Jormak Equipment & Consulting, 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")
Cartee Rd Neighborhood Water Main Extension

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and 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 Jormak Equipment & Consulting, 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 27th day of November, and attested by its power of attorney, A.D., 20 24.

ATTEST:

President.

(Title)

By: Jormak Equipment & Consulting, Inc.

(Principal)

ATTEST:

See Power of Attorney Attached

By: The Gray Casualty & Surety Company

(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).

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Jormak Equipment and Consulting, Inc.

Project: Cartee Rd Neighborhood Water Main Extension, ITB#2025-11-003

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
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 27th day of November , 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 27th day of November , 2024 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

PERFORMANCE BOND

PROJECT TITLE: Cartee Rd Neighborhood Water Main Extension (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-003
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 **Cartee Rd Neighborhood Water Main Extension** (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:_____
Date:_____	Date:_____
Address:_____	Address:_____

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Cartee Rd Neighborhood Water Main Extension
CONTRACTOR:
CONTRACT NO: 2025-11-003
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 **Cartee Rd Neighborhood Water Main Extension** the Contract being made a part of this Bond by reference; and

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

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

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

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:_____ Name:_____
(Print) (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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

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

1. The undersigned is the duly authorized representative of _____ doing business in the 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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

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

1. The undersigned is the duly authorized representative of _____ doing business in the 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: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

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

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

Company: _____(Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Cartee Rd Neighborhood Water Main Extension**

Invitation to Bid#: 2025-11-003

Date: _____

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

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

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

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

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

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

ADDENDUM NO. 1

Date: November 15th, 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. 2025-11-003
Cartee Rd Neighborhood Water Main Extension

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 14th, 2024, and with a bid opening date of December 2nd, 2024, with any amendments and/or additions noted below.

*Please be advised that the attachment, **American Rescue Plan Act Provisions**, included with Addendum# 1 will be an exhibit to the Contract for ITB# 2025-11-003.*

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,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Jormak Equipment and Consulting

Date Addendum Received 11/15/24

Total Pages of Addendum including Acknowledgement 2

Print Name Jorge Olivero

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

AMERICAN RESCUE PLAN ACT PROVISIONS

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Work performed under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;

ii. The U.S. Department of the Treasury's Final Rule governing ARPA;

iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

iv. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions;

v. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; and

vi. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance.

A copy of the above-referenced documents is available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://palmettobayfl-my.sharepoint.com/:f:/g/personal/marocha_palmettobayfl_gov/Eu6ZngLeDYdPiIRM9Ci0jpgBdylz8GippaXsij5Mwj4fkw?e=A0fgqs

Title VI Requirements. Contractor acknowledges that the Village has certified or will certify compliance with Title VI of the Civil Rights Act of 1964, in the form attached hereto as Exhibit "L," to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement follows the certifications contained in Exhibit "L," and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.2. *Americans with Disabilities Act Requirements*. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.3. *Age Discrimination Act of 1975*. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.4. *Protections for Whistleblowers*.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

i. A Member of Congress or a representative of a committee of Congress.

ii. An Inspector General

iii. The Government Accountability Office.

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury.

vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.5. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.6. *Seat Belts Required*. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.7. *Texting While Driving Ban*. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.8. *Publication*. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the Village of Palmetto Bay by the U.S. Department of the Treasury."

1.1.9. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100.000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, the Contractor warrants that Contractor, or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) Contractor certifies that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property.

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

(1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.2.7. *Copeland "Anti-Kickback" Act.* During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *Procurement of Recovered Materials*. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *Domestic Preferences for Procurements.* To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, "Domestic preferences for procurements."

1.2.10. *2 CFR Subpart F – Audit Requirements.* Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements ("Federal Audit Provisions") and the reporting requirements of the U.S. Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives,

access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

1. **Notices.** The Village and Contractor agree that the names and addresses for any notices required by the Contractor shall be addressed to the names and addresses listed on the signature page of this Addendum or such other address as the party may have designated by proper notice from time to time.

ADDENDUM NO. 2

Date: November 26th, 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: 2025-11-003
Cartee Rd Neighborhood Water Main Extension

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 14th, 2024, and with a bid opening date of December 2nd, 2024, with any amendments and/or additions noted below.

Question No. 1: What is the project's estimated budget?

Response: *The Engineer's probable cost for this project is Six Hundred Fifty-One Thousand Three Hundred Eighty-Four Dollars and Zero Cents ($651,384.00). The cost estimate does include contingency.*

Question No. 2: What is the contingency for the project's estimated budget?

Response: *The Engineer's probable cost estimate included fifteen percent (15%) contingency.*

Question No. 3: Will the Village assist with the permitting process? What permits will be needed for this project?

Response: *The Village will assist with the permitting process regarding any information needed from the Public Services Department. Please note that the right of way located on Old Cutler Road will require a permit from Miami-Dade County.*

Question No. 4: What is the tapping line measurement?

Response: *Please refer to the measurements located in section 3-4 and 3-5 of the Bid Form on page 16 of the ITB.*

Question No. 5: Can the bid package be submitted electronically?

Response: *Please follow the instructions in "Section 5: Bid Submission Requirements" on page 19 of the ITB.*

Question No. 6: When is the bid opening deadline?

Response: *The Village will receive sealed bids no later than 11:00 a.m. on or before Monday, December 2nd, 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. 7: Would the Village consider extending the bid date?

Response: *Please be advised that at this time, the Village will not be able to extend the bid opening date.*

Question No. 8: What is the project's duration?

Response: *The Company shall perform the Work and be finished no later than nine (9) months from the NTP date.*

Question No. 9: If we are not able to get our bonding on time due to the holidays, can we provide a Company check with five percent (5%) of the bid amount and get it replaced with the bond once we have it?

Response: *Please reference the information listed "3.30 Bid Guaranty" in "Section 3.0: Terms and Conditions for Receipt of Bids" on page 14 of the ITB. 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.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Jormak Equipment and Consulting

Date Addendum Received 11/26/24

Total Pages of Addendum including Acknowledgement 3

Print Name Jorge Olivero

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.

ADDENDUM NO. 3

Date: November 27th, 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. 2025-11-003
Cartee Rd Neighborhood Water Main Extension

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 14th, 2024, and with a bid opening date of December 2nd, 2024, with any amendments and/or additions noted below.

Please see below the revised "Estimated Quantity" and "Unit" for Bid Item No. 2 – Demolition.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	960	SY		
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90	SY		
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56	SY		

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Jormak Equipment and Consulting

Date Addendum Received 11/27/24

Total Pages of Addendum including Acknowledgement 2

Print Name Jorge Olivero

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.

Mandatory Pre-Bid Meeting Sign In Sheet ITB# 2025-11-003
Cartee Rd Neighborhood Water Main Extension
November 21st, 2024 @ 11:00 a.m. - Village Hall - 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

	Name (Print Name & Signature)	Phone Number	Company & Contact Info:	Email Address
1	Patty Hahn	305.247.4272	Hahn Construction Eng. Contractors	hahnconstruction@hahncec.com
2	Denise Rangel	305-972-8445	Pabon Engineering, Inc	pabonengineering@outlook.com
3	Jorge L Oliveco	786-282-5020	Jormak Equipment	Jorge@Jormakequipment.com
4	Garrett Hardie	305-609-0897	Hardee Group INC	Hardeegroupinc@Gmail.com
5	Nestor Hernandez	305-233-1709	Coreland Construction	BIDS@CORELAND CONSTRUCTION.com
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

PABON ENGINEERING, INC

Solicitation No. ITB 2025-11-003
Cartee Rd Neighborhood Water Main Extension
Submittal Deadline: December 2nd, 2024 – 11:00 AM

Firm: Pabon Engineering, Inc

Address: 13028 SW 128 Street
Miami, Florida 33186
(305) 972-8445

Qualifier: Anibal Pabon
pabonengineering@outlook.com
(305) 218-3547

License(s): CUC1223949
E1800135

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)

No. 2025-11-003

Cartee Rd Neighborhood Water Main Extension

The Village of Palmetto Bay is currently soliciting bids for water main improvements. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Monday, December 2nd, 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 "**Cartee Rd Neighborhood Water Main Extension ITB# 2025-11-003**". **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 mandatory pre-bid meeting is scheduled for **Thursday, November 21st, 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 14th, 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.

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
ITEM NO. 1 – GENERAL CONDITIONS					
1-1	PERFORMANCE AND PAYMENT GUARANTEE AND INSURANCE	1	LS	$35,835.00	$35,835.00
1-2	MOBILIZATION	1	LS	$82,000.00	$82,000.00
1-3	MAINTENANCE OF TRAFFIC	1	LS	$40,000.00	$40,000.00
1-4	SURVEYING, STAKE-OUT, AND AS-BUILT DRAWINGS	1	LS	$13,500.00	$13,500.00
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	960 ✓	~~960~~ SY	$ 18.00	$17,280.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90 ✓	~~90~~ SY	$ 24.00	$ 2,160.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56 ✓	~~56~~ SY	$ 40.00	$ 2,240.00
ITEM NO. 3 – WATER DISTRIBUTION					
3-1	REMOVE AND DISPOSE EXISTING 8-INCH WATER MAIN PLUG & 2-INCH FVO; CONNECT TO EXISTING 8-INCH DIP WATER MAIN	1	LS	$ 8,000.00	$8,000.00
3-2	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER MAIN ZINC COATED, AND POLYETHYLENE WRAPPED	2160	LF	$ 170.00	$367,200.00
3-3	FURNISH AND INSTALL 8-INCH GATE VALVE AND VALVE BOX	4	EA	$5,500.00	$ 22,000.00
3-4	FURNISH AND INSTALL 8-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$9,500.00	$9,500.00
3-5	FURNISH AND INSTALL 10-INCH BY 8-INCH TAPPING SLEEVE & 8-INCH TAPPING VALVE	1	EA	$ 10,500.00	$10,500.00
3-6	FURNISH AND INSTALL FIRE HYDRANT W/ 6-INCH VALVE AND 6-INCH DIP PIPE	8	EA	$ 12,000.00	$96,000.00
3-7	FURNISH AND INSTALL 2-INCH AIR RELEASE VALVE AND VALVE BOX	1	EA	$10,000.00	$10,000.00
3-8	FURNISH AND INSTALL 8-INCH PLUG AND 2-INCH FVO	1	EA	$ 2,000.00	$ 2,000.00

3-9	FURNISH, INSTALL, AND REMOVE SAMPLE POINTS	6	EA	$200.00	$1,200.00
3-10	FURNISH, INSTALL, AND CONNECT 1-INCH WATER SERVICE W/ METER BOX	17	EA	$1,800.00	$30,600.00
ITEM NO. 4 – ROADWAY AND SITE RESTORATION					
4-1	FURNISH AND PLACE 2-LIFTS 1 INCH ASPHALT PAVEMENT	960	SY	$34.00	$32,640.00
4-2	1-INCH MINIMUM MILL AND RESURFACE	3032	SY	$20.00	$60,640.00
4-3	FURNISH AND PLACE ROADWAY 12 INCH SUBGRADE MATERIAL	685	SY	$5.00	$3,425.00
4-4	FURNISH AND PLACE ROADWAY 8-INCH LIMEROCK BASE MATERIAL	825	SY	$24.00	$19,800.00
4-5	PAVEMENT MARKING AND SIGNAGE INCLUDING RESTORE EXISTING THERMOPLASTIC PAVEMENT MARKINGS, RELOCATE EXISTING SIGN, FURNISH AND INSTALL RPM'S	1	LS	$10,000.00	$10,000.00
4-6	RESTORE EXISTING SOD	950	SY	$4.00	$3,800.00
4-7	RESTORE EXISTING PAVER DRIVEWAY/WALKWAY	56	SY	$90.00	$5,040.00
4-8	RESTORE EXISTING CONCRETE DRIVEWAY	56	SY	$65.00	$3,640.00
ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION					
5-1	FURNISH, INSTALL, AND REMOVE INLET PROTECTION AND EROSION AND SEDIMENT CONTROL BMP'S	1	LS	$6,000.00	$6,000.00
TOTAL ESTIMATED CONSTRUCTION COST					
1	ITEM NO. 1 – GENERAL CONDITIONS				$171,335.00
2	ITEM NO. 2 – DEMOLITION				$21,680.00
3	ITEM NO. 3 – WATER DISTRIBUTION				$557,000.00
4	ITEM NO. 4 – ROADWAY AND SITE RESTORATION				$138,985.00
5	ITEM NO. 5 – STORMWATER AND POLLUTION PREVENTION				$6,000.00
			SUBTOTAL		$895,000.00
			TOTAL		$895,000.00

Total Bid Amount..... $ 895,000.00

Total Bid Amount (in words):

Eight Hundred ninety Five thousand dollars and zero cents.

Signature of Official: _____

Name: Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 11/29/2024

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	2,160	$1.00	$2,160.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: 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 2nd, 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*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 8 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 8.0: 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): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 11/29/2024

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
TBD.			

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: PABON ENGINEERING

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: 16019 - Ojus Sanitary Special Benefit Area New Gravity and Force Main Lines for OJUS Basin

Length of Contract: 568 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:

Name of Public Entity/Company:

Miami Dade Water and Sewer Department

Name of Individual completing this form: Alexis Valdes

Signature: Alexis Valdes Title: Construction Manager 2

Telephone: 786 299- 9008 Email: alexis.valdes@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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: Pabon Engineering, 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: RPQ T-2740R Installation of a 12-inch Water Main along SW 3rd Street between SW 2nd Ave and Biscayne Blvd underneath the Metro Mover Pathway

Length of Contract: 240 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:

Pabon Engineering consistently delivers exceptional performance, meeting and exceeding contractual requirements. Their work is characterized by superior quality, requiring no interventions or corrections.

Name of Public Entity/Company: Miami Dade County Water & Sewer Department

Name of Individual completing this form: Yamirys Battle

Signature: [signature] Title: Construction Projects Supervisor

Telephone: 305-215-9243 Email: yamirys.battle@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: Cartee Rd Neighborhood Water Main Extension
Invitation to Bid No. 2025-11-003

Name of Company: Pabon Engineering, 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: The project consists of furnishing all materials, labor, and equipment necessary to complete utility infrastructure upgrades on the potable water system at two separate locations within the Miami-Dade County Water and Sewer service area.

Length of Contract: 365 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:

Great company to work with, they take pride in their work

Name of Public Entity/Company:
Miami-Dade Water and Sewer Department

Name of Individual completing this form: Pearle Khadar

Signature: _____ Title: W&S Pump Station Construction Supervisor (CM2)

Telephone: 305-323-3900 Email: Pearle.Khadar@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): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 11/29/2024

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 11/15/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Anibal Pabon

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 2

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 11/26/2024

Total Pages of Addendum including Acknowledgement 3

Print Name Anibal Pabon

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 3

Amendment of ITB No: 2025-11-003

Title: Cartee Rd Neighborhood Water Main Extension

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 11/27/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Anibal Pabon

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.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ADDENDUM NO. 3

Date: November 27th, 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. 2025-11-003
Cartee Rd Neighborhood Water Main Extension

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on November 14th, 2024, and with a bid opening date of December 2nd, 2024, with any amendments and/or additions noted below.

Please see below the revised "Estimated Quantity" and "Unit" for Bid Item No. 2 – Demolition.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
ITEM NO. 2 – DEMOLITION					
2-1	REMOVE AND DISPOSE ASPHALT	960	SY	$18.00	$17,280.00
2-2	REMOVE AND DISPOSE CONCRETE DRIVEWAY	90	SY	$24.00	$2,160.00
2-3	REMOVE AND STORE EXISTING DRIVEWAY/WALKWAY PAVERS	56	SY	$40.00	$2240.00

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

NON-COLLUSIVE AFFIDAVIT

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

Anibal Pabon being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Pabon Engineering, Inc. the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc

Date: 11/29/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this November 29 day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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 Anibal Pabon

For Pabon Engineering, Inc.

Whose business address is: 13028 SW 128 Street, Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

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): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 11/29/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this November 29 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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: Anibal Pabon, President
(print individual's name and title)

for: Pabon Engineering, Inc.
(print name of entity submitting sworn statement)

whose business address is: 13028 SW 128 Street, Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569384

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): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 11/29/2024

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this November 29 day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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, Anibal Pabon being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

01-0569389

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

Pabon Engineering, Inc.

Name of Entity, Individual, Partners or Corporation

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

13028 SW 128 Street, Miami, FL 33186

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
Anibal Pabon	13028 SW 128 St. Miami 33186	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:

None.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 11/29/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this November 29 day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Pabon Engineering, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Cartee Rd Neighborhood Water Main, ITB# 2025-11-003, 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): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 11/29/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this November 29 day of, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 11/29/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this November 29 day of, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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 29th of Nov. 2024 at 11:00 A.M under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: [signature]

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 11/29/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Anibal Pabon (the individual attesting below), being duly authorized byand on behalf of Pabon Engineering, 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 29th day of November, 2024.

Signature of Affiant

Print or Type Name: Anibal Pabon

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 29 day of November, 2024.

My Commission Expires: 06/09/2027

Notary Public

NHCS – E-Verify 081815

EMILY MARIE CORTES
Notary Public
State of Florida
Comm# HH399199
Expires 6/9/2027

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: Anibal Pabon

Title: President

Signature: 

Date: 11/29/2024

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pabon Engineering, Inc. ("**Company**")
Vendor FEIN: 01-0569389
Address: 13028 SW 128 Street
City: Miami State: Florida Zip: 33186
Phone number: 305-972-8445 Email Address: pabonengineering@outlook.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: Anibal Pabon
Title: President
Signature:
Date: 11/29/2024

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)

Business name/disregarded entity name, if different from above
Pabon Engineering, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
13028 SW 128 Street

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33186

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
01 - 0569389

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 ▶ 11/29/2024

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pabon Engineering, Inc. (hereinafter called the Principal), and The Cincinnati Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio 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 The Total Amount Bid Dollars ($5% Of The Total 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")
Cartee Rd Neighborhood Water Main Extension

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and 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 Pabon Engineering, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Cincinnati Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 26th day of November, and attested by its Power of Attorney, A.D., 2024.

ATTEST:

Pabon Engineering, Inc.

President (Title)

By: _____
(Principal)

ATTEST:

As Per Attached Power of Attorney

The Cincinnati Insurance Company
P.O. Box 145496, Cincinnati, OH 45250-5496

The Cincinnati Insurance Company CINCINNATI, OHIO

By: _____
(Surety) Attorney-in-Fact Jonathan A. Bursevich

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL * STATE OF OHIO *

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 26 day of Novemeber, 2024

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Steven D. Dan

Secretary

BN-1005 (3/17)

PABON ENGINEERING, INC

Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's license for the installation of water distribution systems, water main extensions or similar type work and valid certifications of competency of qualifications, issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes. License No. CUC1223949
Pabon Engineering, Inc. also holds a Paving Engineering license from the Construction Trades Qualifying Board Business Certificate of Competency. License No. E1800135

Pabon Engineering has been in business for over 22 years under its current business name.
Pabon Engineering, Inc. has well-trained and competent organization which has done work of similar character and magnitude. An organizational structure as intended, including total manpower to complete the projects. Pabon Engineering will be directly beneficial to the Village of Palmetto Bay with its wide knowledge and expertise in the completion of this project. Pabon Engineering ensures all projects are completed in a safe and timely manner. Please see attached work experience.

1 Lead Team

- Anibal Pabon, Construction Manager– Oversee entire project onsite and in office. Experience: Over 20 yrs.
- Alejandro Balsinde – Project Manager – Will plan, budget, oversee all aspects of project. Experience: 10 yrs.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 yrs.
- Juan Felipe – Operator – Over 20 years.
- Mauro Velasquez – Pipe Layer – Experience: Over 20 years.

Pabon Engineering is licensed, permitted, and/or certified to do business in the State of Florida. Copies provided upon request.

PABON ENGINEERING, INC

Contractor Experience

T16076R - Furnish and Install 8-Inch D.I. Water Main Along SW 20th Street and SW 19th Terr.
Bonded: Y Contract Days: 300, On Time
Miami Dade Water & Sewer *Contact: Christian Espinoza – 786-843-0378*
Project Status: (Est. Completion January 2025) *Contract Amount: $ 1,459,202.71*
Furnishing and installing approx. 2,387 LF of 8-inch zinc-coated ductile iron pipe, 56 LF of 6-inch zinc-coated ductile iron pipe and fittings,3 fire hydrant assemblies with guard posts, 83 1-inch water services, making 5 tapping connections to existing water mains including tapping sleeves and tapping valves.

20230156 -Drainage Improvements Multiple Sites Bonded: Y Contract Days: 300, On Time
Miami Dade Public Works *Contact: Licet Izquierdo - 305-375-2648*
Engineer: DTPW – 111 NW 1 Street Miami FL 33128 *Contract Amount: $ 888,585*
Project Status: (Est. Completion January 2025)
Construction and installation of drainage structures, 18" pipe, trench dept 10 ft bls French drains, 24" pipe, trench dept 15 ft bls, miscellaneous drainage improvements, temporary pavement marking, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.

23-B-11-116F – Meadows & Dells Drainage Improvements (Phase B & C) *Bonded: Y Contract Days: 302, On Time*
City of Coral Springs *Contact: Miguel Machuca – 954-344-1101*
Engineer: Botek Thurlow Engineering, Inc. *Contract Amount: 1,629,999*
Project Status: (Completed March 2024)
Road Restoration – Remove existing asphalt & Limerock (4") and re-grade & resurface with new 1-1/2" Type SP 9.5 asphalt (2 lifts), mill & resurface 22,680 SY (1") asphalt, 18,655 LF of valley gutter, 2 Type "C" catch basin, 119 LF storm drainage pipe (15"), 31 concrete catch basin apron, 13 concrete flume, connect to existing catch basin, 11,258 SY swale soil material removal, regrading and sodding.

T2740R – Installation of 12-inch DI WM Along SW 3rd ST *Bonded: Y, Contract Days: 240, On Time*
between SE 2nd Ave and Biscayne Blvd. *Contact: Yamiris Battle – 305-215-9243*
Miami Dade Water and Sewer Dept. *Contract Amount: 1,443,562*
Engineer: DTPW 3071 SW 38 Ave Miami FL 33146
Project Status: (Completed June 2024)
Furnishing and installing approx. 1,120 LF of 12-inch zinc-coated ductile iron pipe and fittings: Four (4) resilient-seated gate valves: 80 LF of 8-inch zinc-coated ductile iron pipe, seven (7) fire hydrant assemblies with guard posts, making three (3) tapping connections to existing water mains including furnishing and installing tapping sleeves and tapping valves. Making eleven (11) connections to existing water mains, furnishing, and constructing air release valve and assemblies for water mains.

20220181_– Drainage Improvements Multiple Sites *Bonded: Y, Contract Days: 240, On Time*
Miami Dade Public Works *Contact: Licet Izquierdo* – 305-375-2648
Engineer: DTPW – 111 NW 1 Street Miami FL 33128 Contract Amount: 695,000
Project Status: In Progress (Completed April 2024)
The construction and installation of drainage structures, 18" pipe, trench dept 10 ft bls French drains, miscellaneous drainage improvements, pipe lining, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks.

T2728 – Ojus Sanitary Special Benefit Area/New Gravity Bonded: Y, Contract Days: 302, On Time
and Force Main Lines for Basin D4-A *Contact:* Alexis Valdes – 786-299-9008

PABON ENGINEERING, INC

Miami Dade Water and Sewer — Contract Amount: 4,582,710
Engineer: DTPW – 3575 S Lejeune Rd Miami, FL 33146
Project Status: In Progress (Est. Completion December 2024)
Furnishing and Installing approx. 650 LF of 16-inch DIP for gravity sewer main; 340 LF of 12-inch DIP for gravity sewer main; 220 LF of 12-inch PVC C900 for gravity sewer main; 800 LF of 10-inch DIP for gravity sewer main; 570 LF of 10-inch PVC C900 for gravity sewer main; 2,300 LF of 8-inch DIP for gravity sewer main; 4,920 LF of 8-inch PVC C900 for gravity sewer main; 980 LF if 6-inch DIP for gravity sewer main; 1,680 LF of 6-inch PVC C900 for gravity sewer main; 49 pre-cast concrete gravity sewer manholes including laterals. Furnish and install 120 LF of 12-inch DIP force main; 60 LF of 8-inch DIP force main; 120 LF of 24-inch steel casing via Jack & bore; 100 LF of 8-inch DIP water main. Concrete and trench restoration for all pipe installation and milling & resurfacing of approximately 40,000 SY with new striping.

20220031 - Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 210, On Time
Miami Dade Public Works — Contact: Felipe Monteagudo – **305-375-2111**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $ 574,856
Project Status: In Progress *(Completed February 2023)*
The construction and installation of drainage structures, French drains, regrade swale, miscellaneous drainage improvements, driveway restoration; grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.

21-B-347F *Lift Station 14A Force Main Replacement* — Bonded: Y, Contract Days: 180, On Time
City of Coral Springs — Contact: Najla Zerrouki, P.E 954-345-2188
Engineer: Eckler Engineering, Inc. — Contract Amount: $ 675,000
Project Status: In Progress *(Completed January 2023)*
Furnishing labor, equipment, and materials for construction of replacement sanitary force main.
work includes the installation of new force main, roadway restoration, other restoration, and other incidentals as indicated by the Drawings and Specifications or as required to properly complete the project as planned.

IFB 2021-014 Citywide Sanitary Sewer Rehabilitation Program — Bonded: N, Contract Days: 365, On Time
City of Coral Gables — Contact: Jose A. Saucedo – 305-460-5054
Engineer: Dept. of Public Works — Contract Amount: $ 2,794,070
Project Status: In Progress *(Est. Completion September 2022)*
Excavated Point Repairs, Main Pipeline Replacement, Lateral Lining, and Sectional Lining, Manhole Rehabilitation.

T2662 Furnish and Install 8 Inch C900 PVC FM — Bonded: Y, Contract Days: 300, On Time:
Miami Dade Water & Sewer — Contact: Cristian Garcia – 786-552-8216
Project Status: In Progress *(Est. Completion September 2022)* — Contract Amount: $ 789,209
Furnishing and installing approx. 3,974 linear feet of 8-inch PVC C900 DR14 pipe and zinc coated ductile iron fittings for sewage main; six plug valves; mechanical joint restraints; making one cut-in connection to an existing sewage force main; making a core drill connection to an existing gravity sewer manhole for connection of the proposed PVC sewage force main and including rehabilitation of the manhole ....

20200233 – Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 317, On Time
Miami Dade Public Works — Contact: Juan Gonzalez – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $827,312.00
Project Status: *Completed April 2022*
Alleviate flooding problems within the project boundaries that have an ineffective drainage infrastructure. Consist of the construction of an exfiltration system to fully retain on-site the 5-year storm event, which accordingly, are the design storm for residential areas and commercial areas.

20200160 – Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 270, On Time

Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: *Completed January 2022*
Contact: Osvaldo Montero – 786.473.0125
Contract Amount: $543,180.00
Construction and Installation of drainage structures, French drains, miscellaneous drainage improvements, grading, sodding and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with construction plans and specifications.

EC234194 – Emergency Haulover – ADA Parking Lot
Miami Dade Parks, Recreation and Open Spaces Department
10800 Collins Avenue, Miami Beach
Project Status: Completion July 2021
Bonded: N, Contract Days – 365, On Time
Contact: David Leyva – 305-596-4460
Contract Amount – 130,000.00
Remove existing curbing/retaining wall to connect to service road, Re-grade/slope asphalt to match and transition for new entrance, Mill and overlay existing asphalt in ADA Parking lot and service road, striping, install 6 removable bollards, Install new 15' radius for island D-curb.

EC233133 Haulover Skate Park and Pump Track Sodding
Miami Dade Parks, Recreation and Open Spaces Department
10800 Collins Avenue, Miami Beach
Project Status: Completed March 2021
Bonded: N, Contract Days – On Time
Contact: David Leyva – 305-596-4460
Contract Amount – 150,465.00
Install new proposed curbing approx. 12" above existing grade. Create new 4" concrete entrances 5'-7'. Furnish and install 8 new DuMor 88 Series PL benches.

P0245EM – City of Aventura 183rd St. & Island Blvd.
Miami Dade Water & Sewer
City of Aventura
Project Status: In Progress (Completed April 2023)
Bonded: Y, Contract Days – 365, On Time
Contact -Alexis J Valdes – 786-552-4364
Contract Amount – 3,120,668.50
Furnish and Install via open-cut method 10-inch C900 pipe for PS 471 connection and placing out of service the existing 8-inch D.I. pipe to replace existing 12-inch D.I. pipe, 16-Inch C900 DR18 PVC to tap into the existing 36-Inch D.I. FM in pipe and connect to the proposed 12-Inch C900 pipe, 10-Inch C900 PVC pipe to replace existing 8-Inch D.I. Furnish and Install via slip-lining method, 14-Inch nominal size C900 DR11 HDPE pipe to replace existing 18-Inch pipe used as sanitary sewage FM and connecting from the proposed 10-Inch PVC pipe.

T2638 – One Year WASD Pavement Restoration Project B 2020 Year
Miami Dade Water & Sewer
City of Miami
Project Status: Completed August 2021
Bonded: Y, Contract Days-365, On Time
Contact - Mayra Espinosa - 786-268-5044
Contract Amount – 1,534,095.00
Asphaltic patching repairs: performing asphaltic concrete repairs including milling and resurfacing; saw cutting; removal of existing asphalt; disposal of debris; reworking base; compaction; leveling to match existing pavement; marking restoration of permanent thermoplastic pavement striping; restoration of reflective pavement markers; maintenance of traffic; traffic control; adjusting manhole and valve boxes.

C2020WWEP - West Perrine Park – Asphalt and Concrete Repairs
Miami Dade Parks, Recreation and Open Spaces Department
Miami, FL
Project Status: Completed October 2020
Bonded: N, Contract Days-14, On Time
Contact – David Leyva - 786-495-6817
Contract Amount – 62,093.00
Complete renovations and repairs of approximately 5,800 ft² of asphalt parking lot (small parking lot on the corner of SW 172 ST and SW 104 AVE) and 4500 ft² of concrete walkways throughout the entire park.
Repair subbase where necessary and able (i.e., potholes, roots, etc.) and/or install a new lime rock base (8" double course primed, SPEC 200). Root pruning and root barrier as a repair/remediation measure.

PABON ENGINEERING, INC

C2020CGGRY - Greynolds Park Golf Course — *Bonded: N, Contract Days-14, On Time*
Miami Dade Parks, Recreation and Open Spaces Department — *Contact – David Leyva - 786-495-6817*
North Miami Beach, FL — *Contract Amount – 166,412.00*
Project Status: Completed September 2020
Construction/installation of approximately 10,100 lineal feet x 8'0" wide x 3" thick recycled concrete aggregate golf cart paths. Cut out, excavate and remove from the property approximately 1,138 lineal feet x 8'0" wide x 3" thick turf/sod. Approximately 8,947 lineal feet x 6'0" wide existing asphalt/blacktop.

20190096 – Drainage Improvements Multiple Sites — Bonded: Y, Contract Days: 365, On Time: TBD
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — Contact: Juan Gonzalez – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $816,000.00
Project Status: *Completed October 2020*
Construction and installation of drainage structures, french drain, miscellaneous improvements, grading, sodding and miscellaneous roadway restoration including concrete curb and gutters and sidewalk.

20180268 – ADA Sidewalk Improvements – Multiple Sites — Bonded: Y, Contract Days: 450, On Time: TBD
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — Contact: George Coppolecchia – 305.608.9702
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — Contract Amount: $470,000.00
Project Status: *Completed September 2020*
Removal and installation of approx. 53,000 SF of concrete sidewalk; Removal and installation of approx. 2,000 LF of concrete curb and gutter.

RPQ T2603 – South Miami Heights Water Treatment Plant — Bonded: Y, Contract Days: 270, On Time: TBD
Miami Dade Water & Sewer — Contact: Paul Castell -- 786-552-4413
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $1,364,777.25
Project Status: Completed August 2021
Replacement of existing parking lot and adding a storm water management system. Construction and installation of the new drainage system including 18 catch basins, 300 LF of 24-inch HDPE solid pipe, 450 LF of 18-inch RCP, and 200 LF of exfiltration trenches.

RPQ T2605 – Upgrade of Sewage Pump Station No. 1201 — Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer — Contact: Kevin Keane – 786-446-7450
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $1,258,000.00
Project Status: Completed August 2021
Providing uninterrupted by-pass pumping capabilities as specified during all construction times and until the new pump station is completely operational. Modifying and rehabilitating the existing wet well and dry well, furnishing and installing new dry pit pumps and related equipment:
all pipes, valves, fittings, and appurtenances the new pump station including emergency pump out piping connection, furnishing and installing plug valves, air release valve, emergency discharge connection, and mega-lug adapter for connection to the existing 8-inch FM.

RPQ T2552 – Eureka FM, SW 180th St & 107th Ave. — Bonded: Y, Contract Days: 180, On Time: Y
Miami Dade Water & Sewer — Contact: Jose E. Alvarez – 786.236.5325
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — Contract Amount: $492,000.00
Project Status: Completed April 2020
Furnishing and installing approx. 1,880 LF of 8-inch ductile iron pipe and fittings for a sewage FM; 2 plug valves: plugging and abandoning existing FM; operating and maintaining a sewer by-pass. Temporary and permanent replacement of any pavement, driveways, sidewalk, curb and gutter, sod, landscaping, and pavement markings.

RPQ T2503 – Homestead FM, SW 288th St. & 157th Ave. — Bonded: Y, Contract Days: 300, On Time: Y

PABON ENGINEERING, INC

Miami Dade Water & Sewer
Contact: Marcelino Torres – 305.746.1068
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Contract Amount: $430,000.00
Project Status: Completed January 2020
Furnish and install approximately 2,135 LF of 6" DIP force main. Milling and overlay of approximately 5,000 SY.

RPQ T2381 – Furnish & Install 8in DI Water Main - Perrine
Bonded: Y, Contract Days: 150, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Contact: Alexis Valdes – 786-299-9008
Engineer: Avino and Associates – 1350 SW 57 Ave, Miami, FL 33144
Contract Amount: $576,245.71
Project Status: *Completed October 2020*
Furnish and install approx. 2,385 LF of 8-inch ductile iron pipe and fittings; 53 LF of 6-inch ductile iron pipe and fittings; making interconnections to existing water mains; six resilient seated gate valves; four fire hydrant assemblies with guard posts; twenty nine water services; making four tapping connections including installing tapping sleeves and valves; making two connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings.

RPQ T2447 – Miami Springs Fire Flow and Water Service IMP Phase 2
Bonded: Y, Contract Days: 365, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Contact: Pearle Khadar – 305.323.3900
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134
Contract Amount: $2,897,482.00
Project Status: Completed March 2020
Complete utility infrastructure upgrades on the potable water system at two separate locations within the Miami-Dade County Water and Sewer service area. Furnishing and installing approx. 7,300 LF of 12-inch zinc-coated ductile iron pipe and fittings; 35 LF of 10-inch zinc-coated ductile iron pipe and fittings; 365 LF of 8-inch zinc-coated ductile iron pipe, fittings and valves; 745 LF of 6-inch zinc-coated ductile iron pipe, fittings, and valves; 370 LF of 4-inch zinc-coated ductile iron pipe, fittings and valves; twenty six resilient seated 12-inch gate valves; three resilient 10-inch gate valves; seventeen fire hydrant assemblies with guard posts; thirty five water services; making three tapping connections including installing tapping sleeves and valves; making nineteen connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings; approx. Installation of approx. 300 LF of 14" HDPE via Horizontal Directional Drilling.

RPQ T2455 – Upgrade of Sewage Pump Station No. 1026
Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Contact: Nikolai Gage (PSIP) – 954.554.7149
Engineer: CES – 14361 Commerce Way, Miami Lakes, FL 33146
Contract Amount: $895,000.00
Project Status: Completed July 2019
Rehabilitation of PS No. 1026 at 15861 SW 304th Street. Installation of new wet well including new pumps, piping, valve vault and complete electrical upgrades to 480V.

RPQ T2466 – Installation of 16in 12in and 8in DIP Force Mains
Bonded: Y, Contract Days: 490, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Contact: Aaron Anderson (CD) – 786.338.5393
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Contract Amount: $2,396,703.00
Project Status: Completed December 2019
Installation of approximately 11,000 LF of 12" and 16" FM. Approximately 25,000 SY of 1" milling and resurfacing. Installation of approximately 250 LF 12" HDPE via Horizontal Directional Drilling.

RPQ T2448 –Upgrade of Sewage Pump Station No. 0827
Bonded: Y, Contract Days: 300, On Time: TBD
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Contact: Gil Garcia (CD) – 786.390.7101
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Contract Amount: $457,000.00
Project Status: Completed October 2019
Rehabilitation of PS No. 0827 in Kendall, FL. Including new pumps, piping, valve vault and complete electrical upgrades to 480V.

20170317 – Drainage Improvements Multiple Sites
Bonded: Y, Contract Days: 180, On Time: TBD

Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 Contact: Alfonso E. Duarte Jr. – 305.375.2392
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 Contract Amount: $518,882.00
Project Status: Completed December 2018
Installation of approximately 670 SY of parking swale blocks. Installation of 27 new drainage structures and 1755 LF of drainage. 100 SY of concrete sidewalks and 260 LF of concrete curbs. Approximately 1,780 SY of 1" milling and resurfacing.

RPQ T2358 – Miami Gardens, NW 207th Street Bonded: Y, Contract Days: 180, On Time: TBD
Miami Dade Water & Sewer – – 3071 SW 38 Ave., Miami, FL 33146 Contact: Marcelino Torres (CD) – 305.746.1068
Engineer: CPH, Inc. – 1992 SW 1 Street, Miami, FL 33135 Contract Amount: $457,101.00
Project Status: Completed April 2019
Installation of approximately 1,420 LF of 12" DIP FM and 440 LF of 6" - 8" DIP FM. Approximately 2,425 SY of 1" milling and resurfacing.

RPQ T2431 – Killian, SW 88th Ave and 107th St. Bonded: Y, Contract Days: 90, On Time: Y
Miami Dade Water & Sewer Contact: Jose E. Alvarez – 786.236.5325
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 Contract Amount: $639,338.18
Project Status: Completed October 2018
Installation of approximately 3,000 LF of 12" and 8" WM with 25 new services and six new fire hydrants. Approximately 1,300 SY of 1" milling and resurfacing.

RPQ T2376 – Richmond Heights Bonded: Y, Contract Days: 120, On Time: Y
Miami Dade Water & Sewer Contact: Marcel Osorio – 305.812.6082
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 Contract Amount: $544,006.00
Project Status: Completed August 2018
Installation of approximately 2,450 LF of 10" FM. Approximately 4,000 SY of 1" milling and resurfacing.

T4462 (A1A & Hollywood Blvd.) Prime: UAG Construction
Florida Department of Transportation Contact: Andy Diaz – 305.504.9937
Project Status: Completed November 2019 Contract Amount: $350,000.00

T4449 (Hollywood Blvd.) Prime: Acosta Tractors
Florida Department of Transportation Contact: Ernie Diaz – 305.804.8731
Project Status: Completed June 2019 Contract Amount: $415,000.00
Installation of approximately 3250 LF of 6"-12" PVC WM. Installation of approximately 470 LF of 6" DIP WM with (5) fire hydrants. Installation of over 1430 LF of 24" French drain with (26) large structures and (23) catch basins.

RPQ T2325 – Upgrade of Sewage Pump Station No. 0124 - Doral Bonded: Y, Contract Days: 150, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416 Contact: Kevin Keane (PSIP) – 786.236.3503
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134 Contract Amount: $1,333,450.00
Project Status: Completed August 2018
Upgrade of Pump Station No. 0124 at 9350 NW 12th Street.

RPQ T2327 – Florida City Bonded: Y, Contract Days: 230, On Time: Y
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416 Contact: Marcelino Torres (CD) – 305.746.1068
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 Contract Amount: $694,725.00
Project Status: Completed August 2018
Installation of 360 LF of 8" FM, 1360 LF of 10" FM and 680' of 12" FM. Approximately 2000 LF of milling and overlay including work done on FDOT right-of-way.

RPQ T2367 – SW 112th Street Bonded: Y, Contract Days: 180, On Time: Y
Miami Dade Water & Sewer Contact: Alexis Valdes – 786.299.9008

Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 **Contract Amount: $1,068,000.00**
Project Status: Completed June 2018
Installation of 5060 LF of 8" WM with (9) fire hydrants, (12) connections to existing water mains and (74) 1" water services with boxes. 1" Milling and resurfacing of approximately 16580 SY.

Zoo Miami – Asian Elephant Moat Excavation
Miami Dade Parks & Open Spaces **Contact: Enrique Gaston – 786.719.5476**
Project Status: Completed February 2018 **Contract Amount: $34,400.00**
Excavating, grading and compacting new moat for Asian Elephant exhibit at Zoo Miami to expand area.

Entertainment District Park – Doral NW 82nd Avenue **Prime: Downrite Engineering Corp.**
Burke Construction Group **Contact: Joey LaBue – 305.345.4002**
Project Status: Completed January 2018 **Contract Amount: $48,769.00**
Installation of approximately 300 LF of 4", 6", 8" DIP FM with a 4" and 6" check valve and (2) 8" plug valves at the intersection of NW 25th Street and NW 82nd Avenue. Installation of 24x8 tapping sleeve and valve.

RPQ T2288 – Miami Gardens, NW 159th Street **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer **Contact: Marcelino Torrez – 305.746.1068**
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 **Contract Amount: $334,516.16**
Project Status: Completed January 2018
Installation of approximately 1400 LF of 16" DIP FM connecting to a 30" and a 12" FM. Installation of (2) ARVs and (1) 12" plug valve. Complete 1" milling and resurfacing of approximately 1500 SY.

20170100 – Medley **Prime: American Builders Master Corp.**
Miami Dade Public Works **Contact: Javier Borges – 305.375.4317**
Project Status: Completed November 2017 **Contract Amount: $83,000.00**
Installation of approximately 220 LF of 18" French drain and installation of 200 LF of 15"-18" drainage pipe with 4 drainage boxes. Asphalt and sod restoration in disturbed areas.

Hurricane Irma Disaster Relief **Prime: RPF Emergency Services, LLC.**
City of Miami **Contact: Jean Lisenba – 251.406.0936**
Project Status: Completed November 2017 **Contract Amount: $304,679.00**
Remove and haul debris throughout the City of Miami caused by Hurricane Irma.

Eastern Shores HDD / Hurricane Irma Tree Clearing
Miami Dade Parks & Open Spaces **Contact: Alvaro Castro – 305.375.2796**
Project Status: Completed September 2017 **Contract Amount: $20,950.00**
Installation of 2" piping via HDD method at the Eastern Shores Clubhouse. Cutting and removing displaced trees along the roadways in Homestead, FL due to Hurricane Irma.

Stor-All Public Storage **Prime: Wolverine Engineering**
3460 SW 8th Street - Miami, FL **Contact: Everett Bieber – 954.931.9653**
Project Status: Completed June 2017 **Contract Amount: $120,067.25**
Installation of 8" tap to run new 8" DIP water main to building with water meter boxes. Cut existing 10" clay pipe to connect new sewer lateral to building and installation of new terminal sewer manhole. Installation of solid drainage pipe to newly installed catch basins with new frames and grates. Removal and replacement of approximately 400 LF of type F curb and 6,300 SF of concrete sidewalks and decorative colonnade.

Tamiami Shopping Center – Dacar Management **Prime: Candas Construction**

12000 SW 8th Street – Miami, FL **Contact: Rafael Gutierrez – 305.799.3030**

Project Status: Completed June 2016 **Contract Amount: $132,675.00**
Installation of approximately 150 LF of 6" PVC Sewer and approximately 120 LF of rainwater leader tying into an existing catch basin. Furnish and installation of a new catch basin box with new ½ HP sump pump and 2" discharge piping. New type D curbing along with asphalt repairs and new striping configuration. New landscaping upgrades including sod and mulch restoration, installation of (6) large trees and over (250) small trees and shrubs.

Gulliver Academy – New Olympic Pool Facility, Miami, FL
12000 SW 8th Street – Miami, FL
Contact: Jamie Prosper – 786-281-0111
Project Status: Completed 2009 **Contract Amount: $1,000,000**
Installation of sewer system, drainage system, Excavation for Olympic size pool. Build playing field.

Installation of WM
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Nelson Cespedes – 305.607.0799**
Project Status: Completed 2007 **Contract Amount: $630,000.00**
Installation of new water main.

Village of Key Biscayne **Prime: Metro Equipment Service, Inc.**
Key Biscayne, FL **Contact: Jorge Godoy – 305.740.3303**
Project Status: Completed 2006 **Contract Amount: $1,100,000.00**
Upgrade of water and sewer mains.

City of Miramar Water Main Upgrades **Prime: Metro Equipment Service, Inc.**
Miramar, FL **Contact: Whittingham Gordon – 954.605.9414**
Project Status: Completed 2005 **Contract Amount: $2,500,000.00**
Installation of 33,000 LF of water main with services. Complete asphalt, concrete and sod restoration.

S-769 **Prime: Metro Equipment Service, Inc.**
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Jorge Godoy – 305.740.3303**
Project Status: Completed 2004 **Contract Amount: $910,000.00**
Two-year county wide dig and replace term contract.

Key Colony Sewer Upgrades **Prime: ADB Utility**
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 **Contact: Jason Lynd – 314.280.6003**
Project Status: Completed 2004 **Contract Amount: $1,700,000.00**
Installation of new vacuum sewer system.

Project Experience while at V Engineering and Consulting, Corp.

T2186
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Carlos Lopez (CD) – 786.746.1068**
Project Status: Completed 2016 **Contract Amount: $810,000.00**
Replacement of 8" ACP force main.

T2127
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Carlos Baro – 786.268.5179**
Project Status: Completed 2016 **Contract Amount: $979,999.00**
Replacement of 3800 LF of 12" water main.

T2123

Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 **Contract Amount: $860,000.00**
Installation of 24" ductile iron force main.

T2090
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Raul Caballero – 786.268.2166**
Project Status: Completed 2016 **Contract Amount: $1,190,500.00**
Installation of 6" ductile iron force main from PS 746 to SW 156th Street.

T2050
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Warren Howard (CD) – 954.300.6479**
Project Status: Completed 2016 **Contract Amount: $1,510,956.00**
One-year county wide dig and replace term contract.

T2209
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2017 **Contract Amount: $4,750,000.00**
Installation of approximately 1300 LF of 36" WM and approximately 1600 LF 48" DIP WM in the vicinity of All Aboard Florida Passenger Station, including a micro-tunnel under the train tracks with approximately 280 LF of 72" casing pipe.

T2000
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 **Contract Amount: $900,499.00**
Installation of 5600 LF of 8" water main.

T1982
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 **Contract Amount: $810,999.00**
Installation of 8" ductile iron water main.

Stormwater Improvements Phase I
City of Coral Gables – 405 Biltmore Way., Coral Gables, FL 33134 **Contact: Alex Regalado – 786.234.2471**
Project Status: Completed 2016 **Contract Amount: $809,555.00**
Upgrades to storm water system in Cocoplum.

T1934
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2015 **Contract Amount: $1,519,997.00**
Installation of approximately 2,100 LF 16" ductile iron force main.

T1913
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Frank Cortazar (PSIP)– 305.978.0824**
Project Status: Completed 2015 **Contract Amount: $3,233,455.00**
One-year county wide dig and replace term contract.

T1912
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2015 **Contract Amount: $1,519,997.00**

Replacement of 6", 8" and 12" ACP force main.

T1883
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Jorge Olivero – 786.282.5020
Project Status: Completed 2015 Contract Amount: $1,800,000.00
Replacement of piping 24" – 48" at Virginia Key Water Treatment Plant.

IKEA Sewer Repair
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Jorge Olivero – 786.282.5020
Project Status: Completed 2014 Contract Amount: $215,000.00
Emergency deep 8" DIP gravity sewer repair for IKEA

Project Experience while at Metro Equipment Service, Inc.

SR 674 Force Main S County Water Treatment Plant
Hillsborough County – 601 E. Kennedy Blvd., Tampa, FL 33602 Contact: Mark Dillman – 813.334.3187
Project Status: Completed 2014 Contract Amount: $6,183,138.00
Installation of 10,200 LF of 36" DIP Force Main, 2,200 LF of 6" Fusible PVC via HDD, 420 LF 48" Steel casing Micro Tunnel under I-75 and 260 LF 48" Steel casing Micro Tunnel under SR 674. The project also included approximately 17,000 SY of Roadway reconstruction.

Duck Key Utility Improvement Phase 7
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2014 Contract Amount: $2,726,000.00
Installation of 3,310 of 8" Gravity Sewer with 11 Manholes, and 40 Sewer Laterals. One Duplex Lift Station, 6,680 LF of 2" through 4" PVC Force Main, 2760' LF of 4" through 8" Water Main with 5 Fire Hydrants, and 33 Water Services. Installation of 29 Simplex Grinder Low Pressure Stations, 1 Duplex Grinder Sewer station, and 29 LPM Lateral Kit Assemblies

Duck Key Utility Improvement Phase 4, 5, 6
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2013 Contract Amount: $4,961,000.00
Installation of 11,300 LF of 8" gravity sewer with 53 manholes and 151 sewer laterals. Two duplex lift stations, one triplex lift station, 4,800 LF of 2" – 4" PVC force main, 9,650 LF of 4" and 6" reclaimed water main with 135 services, 12,500 LF of 4" – 8" water main with 14 fire hydrants and 118 water services. One aerial bridge crossing with three different utilities installed with stainless steel pipe.

Big Pine Key Water Main Upgrades
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 Contact: Joe Ivey – 305.745.3991
Project Status: Completed 2013 Contract Amount: $2,634,600.00
Installation of 31,420 LF of 4" – 8" PVC water main. Two aerial bridge crossings and 712 new water services.

City of Hollywood Water Main Upgrade
City of Hollywood – 2600 Hollywood Blvd. Hollywood, FL 33020 Contact: Clece Aurelus – 954.921.3995
Project Status: Completed 2012 Contract Amount: $916,689.50
Installation of 3000 LF of 24" and 36" water main. Approximately 400 LF of 30" HDPE via HDD under FDOT ROW Including a 30" x 24" Tap.

S-835

Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 Contact: Pedro Vigil – 305.205.5152
Project Status: Completed 2011 Contract Amount: $1,712,527

Installation of 1360 LF of 24" DIP, 1085 LF of 16" DIP and 1,000 LF of 12" DIP gravity sewer piping including 11 new manholes and 108 service laterals.

City of Marathon
Florida Keys Aqueduct Authority – 1100 Kennedy Drive, Key West, FL 33040 **Contact: Joe Ivey – 305.745.3991**
Project Status: Completed 2011 **Contract Amount: $2,507,000.00**
Installation of distribution water main. 14,700 LF of 12" C-900 PVC, 2,410 LF of 12" DIP, 1,310 LF of 8" C-900 PVC, 920 LF of 6" C-900 PVC, with 57 new water services.

Wastewater System Expansion
Town of Davie – 6591 Orange Drive, Davie, FL 33314 **Contact: J.R. Richards – 954.745.7232**
Project Status: Completed 2010 **Contract Amount: $1,387,192.00**
Installation of yard piping and offset piping to wells, 10" – 26" HDPE, PVC and DIP.

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 CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PABON, ANIBAL

PABON ENGINEERING INC
13028 SW 128 STREET
MIAMI FL 33186

LICENSE NUMBER: CUC1223949

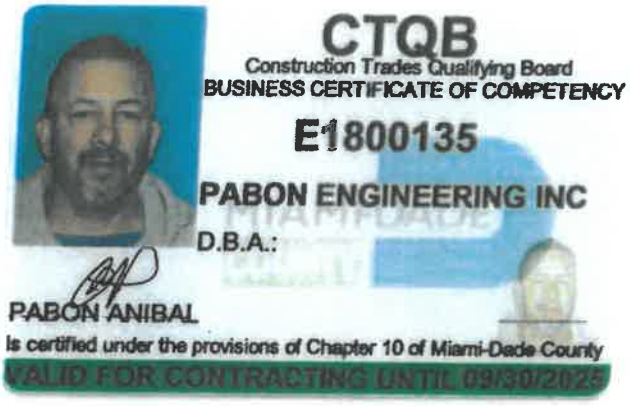
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/17/2024

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CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E1800135

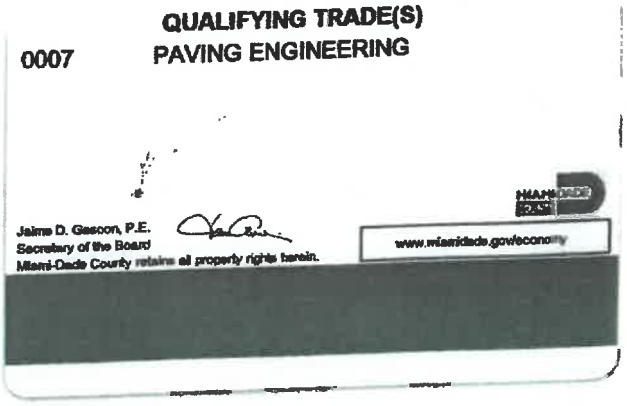
PABON ENGINEERING INC

D.B.A.:

PABON ANIBAL

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2025



QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 9, 2024

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, 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)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Tire Repair Stations

RESOLUTION NO. 2024-_____

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)*

WHEREAS, many of the Village's residents and those throughout the County take advantage of the beauty and serenity afforded by the Village's parks; and

WHEREAS, the Council recognizes that the creation of bike paths and bike lanes for those who enjoy cycling through the Village and through our parks is a Village priority and as such have embarked on the creation of bike paths in response to the wishes of the residents; and

WHEREAS, at times, a bicycle tire can be damaged or becomes flat as the cyclist is going through one of the Village parks; and

WHEREAS, to ensure both the safety and the convenience of the cyclists in the parks, the Village Council wishes to consider the installation of bicycle repair stations in several of the Village parks.

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. That the Village Council directs the Village Manger to undertake the feasibility of the installation of bicycle repair stations in several of the Village parks.

Section 3. That the purchase and installation of the bicycle repair stations shall be limited to the Village Manger's authorized amount of Twenty-Five ($25,000.00) Thousand Dollars

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

PASSED and **ADOPTED** this 9th day of December, 2024.

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.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
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, 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 TWENTY-THREE THOUSAND, THREE HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS ($223,319.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Game Time Playground CRP.doc
RESO-Game Time - Playground at CRP.doc
Coral Reef Park Playground - Quote Package.pdf
Bid Recommendation Form - Clay County - 23-24-074 (signed).pdf
Clay County Quick Reference Sheet - 2024 23-24-074.pdf

To: Honorable Mayor and Village Council

Date: December 9, 2024

From: Nick Marano, Village Manager

Re: Game Time c/o Dominica Recreation Products, Inc.
Coral Reef Park – Playground

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 INSTALATION OF NEW PLAYGROUND EQUIPMENT AT CORAL REEF PARK AT A COST NOT TO EXCEED TWO HUNDRED TWENTY-THREE THOUSAND, THREE HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS ($223,319.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

The playground renovations at Coral Reef Park have been identified as an approved 2024-2025 Capital Improvement Project. Upgrades to be accomplished from this funding include the purchase and installation of new playground equipment and pour-in-play surface areas. The Parks and Recreation Department is in receipt of a proposal from Game Time c/o Dominica Recreation Products, Inc., for the purchase and installation of new playground equipment, at a total cost of two hundred twenty-three thousand, three hundred nineteen dollars and seventy-eight cents ($223,319.78). The proposal piggybacks off the Clay County, Florida Contract, RFP #23/24-074.

FISCAL/BUDGETARY IMPACT:

Total Project Cost: $223,319.78
Approved Funding Allocation:

- 100% 2024-2025 Capital Improvement Funds

RECOMMENDATION:
Approval is recommended.

Attachments (2):

- Proposal from Game Time c/o Dominica Recreation Products, Inc.
- Clay County Award of RFP 23/24-074-2

RESOLUTION NO. 2024-_____

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 INSTALATION OF NEW PLAYGROUND EQUIPMENT AT CORAL REEF PARK AT A COST NOT TO EXCEED TWO HUNDRED TWENTY-THREE THOUSAND, THREE HUNDRED NINETEEN DOLLARS AND SEVENTY-EIGHT CENTS ($223,319.78); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, the playground renovations at Coral Reef Park have been identified as an approved 2024-2025 Capital Improvement Project; and

WHEREAS, the Parks and Recreation Department is in receipt of a proposal from Game Time c/o Dominica Recreation Products, Inc., for the purchase and installation of new playground equipment, at a total cost of two hundred twenty-three thousand, three hundred nineteen dollars and seventy-eight cents ($223,319.78); and

WHEREAS, the proposal submitted by Game Time c/o Dominica Recreation Products, Inc., piggy-backs that of the Clay County Florida Contract # 23/24-074, allowing the Village to procure the system pursuant to a public bidding (RFP) process.

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

Section 1. The Village Council hereby accepts and approves the proposal for the purchase and installation of new playground equipment for Coral Reef Park as submitted by Game Time c/o Dominica

Recreation Products, Inc., at a total cost of two hundred twenty-three thousand, three hundred nineteen dollars and seventy-eight cents ($223,319.780).

Section 2. The Village Manager is hereby authorized to execute a contract with Game Time c/o Dominica Recreation Products, Inc., and issue a purchase order not to exceed two hundred twenty-three thousand, three hundred nineteen dollars and seventy-eight cents ($223,319.780), with 100% funding from the Fiscal Year 2024-2025 Capital Improvement Fund.

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

PASSED and **ADOPTED** this _____ day of December 2024.

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 _____

Playpalette: Independance

10/4/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Coral Reef Park

Palmetto Bay, FL

GameTime
A PLAYCORE Company
www.gametime.com

drp Dominica Recreation Products
www.playdrp.com



Playpalette: Independance

10/4/24

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GameTime
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www.gametime.com

Coral Reef Park

Palmetto Bay, FL

drp Dominica Recreation Products

www.playdrp.com

Playpalette: Independance

10/4/24

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Coral Reef Park

Palmetto Bay, FL

Playpalette: Independance

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Playpalette: Independance

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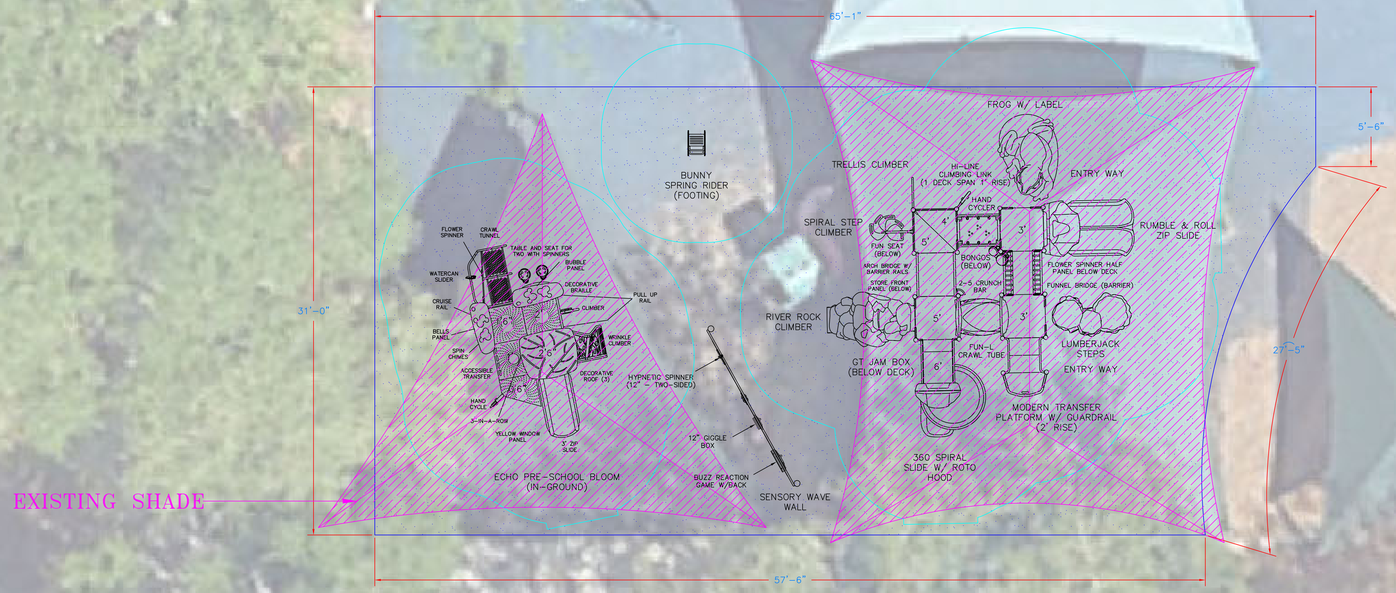
Coral Reef Park

Palmetto Bay, FL

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www.gametime.com

drp Dominica Recreation Products
www.playdrp.com

CONCEPTUAL DRAWING ONLY



N

0 5' 10' 15' 20'

GameTime® A PLAYCORE Company

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Village of Palmetto Bay
Coral Reef Park Playground
Palmetto Bay, FL

Representative
DRP

This play equipment is recommended for children ages
2-5

Minimum Area Required:
See Drawing

Scale: NTS

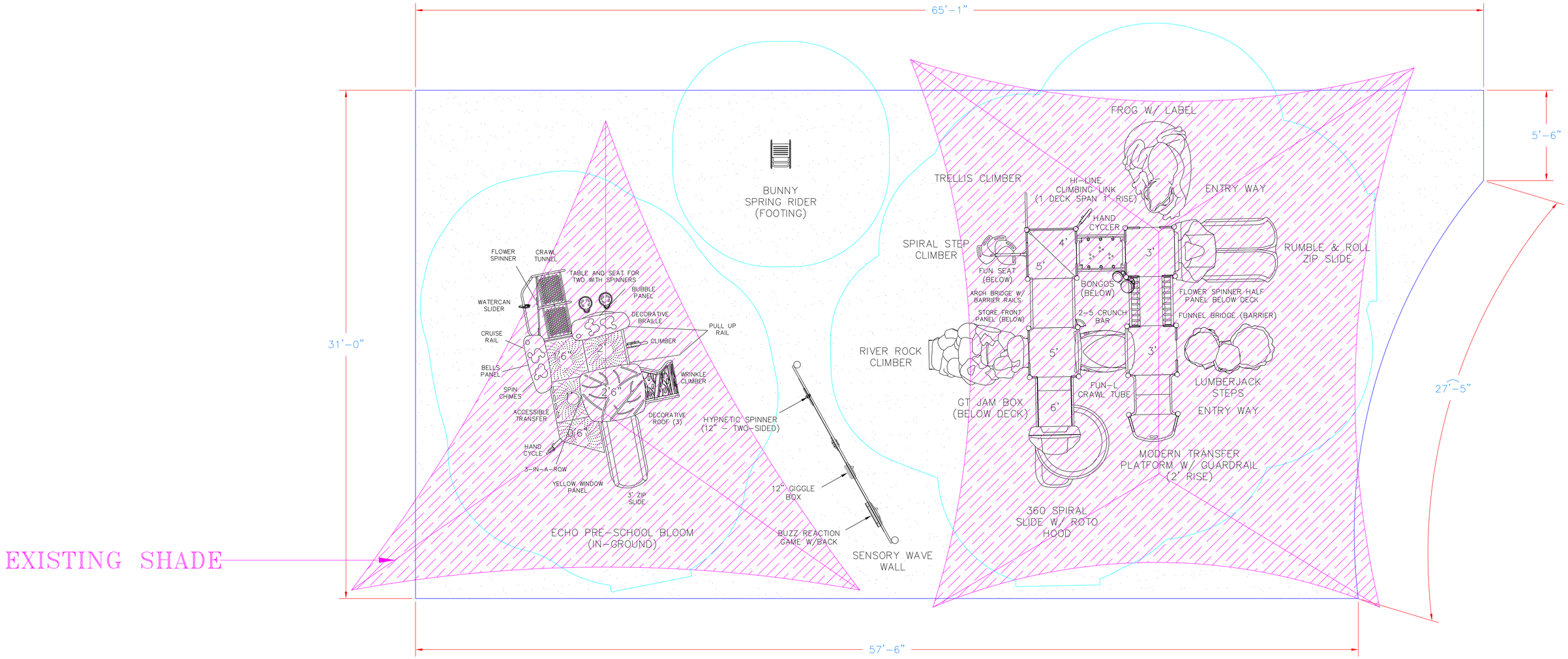
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
Veronica S.

Date:
10/01/2024

Drawing Name:
Coral Reef Park PG


65'-1"
5'-6"
31'-0"
27'-5"
57'-6"
EXISTING SHADE
BUNNY SPRING RIDER (FOOTING)
FROG W/ LABEL
TRELLIS CLIMBER
HI-LINE CLIMBING LINK (1 DECK SPAN 1' RISE)
ENTRY WAY
HAND CYCLER
SPIRAL STEP CLIMBER
RUMBLE & ROLL ZIP SLIDE
FUN SEAT (BELOW)
BONGOS (BELOW)
ARCH BRIDGE W/ BARRIER RAILS
FLOWER SPINNER HALF PANEL BELOW DECK
STORE FRONT PANEL (BELOW)
2-5 CRUNCH BAR
FUNNEL BRIDGE (BARRIER)
RIVER ROCK CLIMBER
LUMBERJACK STEPS
FUN-L CRAWL TUBE
GT JAM BOX (BELOW DECK)
ENTRY WAY
MODERN TRANSFER PLATFORM W/ GUARDRAIL (2' RISE)
360 SPIRAL SLIDE W/ ROTO HOOD
FLOWER SPINNER
CRAWL TUNNEL
TABLE AND SEAT FOR TWO WITH SPINNERS
BUBBLE PANEL
WATERCAN SLIDER
DECORATIVE BRAILLE
PULL UP RAIL
CRUISE RAIL
CLIMBER
BELLS PANEL
WRINKLE CLIMBER
SPIN CHIMES
ACCESSIBLE TRANSFER
DECORATIVE ROOF (3)
HYPNETIC SPINNER (12" - TWO-SIDED)
HAND CYCLE
3-IN-A-ROW
YELLOW WINDOW PANEL
3' ZIP SLIDE
12" GIGGLE BOX
BUZZ REACTION GAME W/BACK
SENSORY WAVE WALL
ECHO PRE-SCHOOL BLOOM (IN-GROUND)
4'
5'
3'
6'
2'6"
6'
5'
3'
6'

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

11/14/2024
Quote #
107089-01-01

Coral Reef Park

Village of Palmetto Bay
Attn: Fanny Carmona
7895 S.W. 152 ST.
PALMETTO BAY, FL 33157
United States
Phone: 305-259-1234
Fax:305-259-1290
fcarmona@palmettobay-fl.gov

Ship to Zip 33157

Qty	Part #	Description	List $	Selling $	Ext. Selling $
		~~

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

11/14/2024
Quote #
107089-01-01

Coral Reef Park

This quote was prepared by Veronica Salles, Project Manager.
For questions or to order please call - 800-432-0162 ext. 100 veronica.salles@gametime.com

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for muncipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the muncipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.
Purchases in excess of $1,000.00 to be supported by your written purchase order made out to GameTime.
Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.
Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.
This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.
Pricing: Firm for 60 days from date of quotation.
Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.
Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.
Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an indepedent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

11/14/2024
Quote #
107089-01-01

Coral Reef Park

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **$223,319.78**

BID RECOMMENDATION FORM

TITLE: Bid No. 23/24-074, Various Equipment & Amenities for Parks & Recreation

DATE OF RECOMMENDATION: 7/15/2024

BIDDER	BID TOTAL	BIDDER	BID TOTAL
360 Recreation, LLC	TBD	Playmore West, Inc.	TBD
Advanced Recreational Concepts	TBD	Playspace Services	TBD
Bliss Products & Services, Inc.	TBD	RCP Shelters	TBD
Greenfields Outdoor Fitness, Inc.	TBD	Regal Contractors, Inc.	TBD
iVisual	TBD	REP Services, Inc.	TBD
Industrial Shadeports, Inc.	TBD	Rosette Equipment Co.	TBD
Kompan Playgrounds	TBD	Shade Systems, Inc.	TBD
Lanier Plans dba KorKat	TBD	Top Line Recreation, Inc.	TBD
M Gay Constructors, Inc.	TBD		
Miracle Recreation	TBD		
Musco Sports Lighting, LLC	TBD		
Nevco Sports, LLC	TBD		
NSP Park Services	TBD		
Outdoorlink, Inc.	TBD		
PlayCore Wisconsin dba GameTime	TBD		

FUNDING SOURCE: Parks and Recreation - Various

RECOMMENDATION:

Upon review of Bid Submittals, it is in the County's best interest to accept all Bids received and award to the Suppliers listed above as they meet the applicable criteria listed in the RFB

If only one Bid is received, state reason why accepted and not rebidding:

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE: Justin Pierce/Director of Parks and Recreation

SIGNATURE: Justin Pierce Digitally signed by Justin Pierce Date: 2024.07.15 15:19:56 -04'00'

BID TABULATION FORM

RFB: 23/24-074 Date: June 14, 2024

Proj: **Various Equipment and Amenities for Parks and Recreation** Time Open: 9:05 AM

Ad: Clay Today, May 16, 2024 Time Close: 9:19 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Addendum	Bid Total
1	360 Recreation LLC	Yes	To Be Determined
2	Advanced Recreational Concepts	Yes	To Be Determined
3	Bliss Products & Services, Inc.	Yes	To Be Determined
4	Greenfields Outdoor Fitness, Inc.	Yes	To Be Determined
5	Industrial Shadeports, Inc.	Yes	To Be Determined
6	Kompan Playgrounds	Yes	To Be Determined
7	Lanier Plans Inc. d/b/a KorKat	Yes	To Be Determined
8	M Gay Constructors, Inc.	Yes	To Be Determined
9	Musco Sports Lighting	Yes	To Be Determined
10	NSP Park Services	Yes	To Be Determined
11	Nevco Sports, LLC	Yes	To Be Determined
12	Outdoorlink, Inc.	Yes	To Be Determined
13	PlayCore Wisconsin, Inc. d/b/a GameTime	Yes	To Be Determined
14	PlayPower LT Farmington, Inc. d/b/a Miracle Recreation	Yes	To Be Determined
15	Playmore West, Inc.	Yes	To Be Determined
16	Playspace Services	Yes	To Be Determined
17	RCP Shelters, Inc.	Yes	To Be Determined
18	Regal Contractors, Inc.	Yes	To Be Determined
19	Rep Services, Inc.	Yes	To Be Determined
20	Rosette Equipment Co.	Yes	To Be Determined
21	Shade Systems, Inc.	Yes	To Be Determined
22	Top Line Recreation, Inc.	Yes	To Be Determined
23	I2 Visual	Yes	To Be Determined
24	Lake Area Small Engine, Inc.		No Bid

MASTER LIST

Distributor	Manufacturer	Product	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
360 Recreation LLC (888)360-7275 sales@360recreation.com	Play Mart	Playground equipment	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Nature of Early Play by Play Mart	Early Childhoos outdoor play and learning products (Infant - 5YO)	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Blue Imp	Playground equipment	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
	Modern Shade	Fabric Tension Shade Structures	3.5%	2.0%	https://360recreation.com/msrp	Request Quote	Digital Copy
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Playcraft Systems	Playground - Composite Steel	5.0%	35.0%	www.playcraftsystems.com	See PDF Attachment	Digital Copy
	Grounds for Play	Playground-Composite Plastic	5.0%	35.0%	www.groundsforplay.com	See PDF Attachment	Digital Copy
	Ultraplay	Playground	5.0%	35.0%	www.ultraplay.com	See PDF Attachment	Digital Copy
	Id Sculpture	Playground-GFRC Sculptures	5.0%	35.0%	www.idsculpture.com	See PDF Attachment	Digital Copy
	Freenotes Harmony Park	Playground Music	5.0%	35.0%	www.freenotesharmonypark.com	See PDF Attachment	Digital Copy
	SRP Shade	Shade Structures	5.0%	35.0%	www.srpshade.com	See PDF Attachment	Digital Copy
	Action Fit	Fitness Equipment - Outdoor	5.0%	35.0%	www.actionfitoutdoors.com	See PDF Attachment	Digital Copy
	APS Borders	Playground borders and ramps	5.0%	35.0%	www.actionplaysystems.com	see Playspace services, pg. 16	Digital Copy
	Sports Play	Playground	5.0%	35.0%	www.sportsplayinc.com	See PDF Attachment	Digital Copy
	Dynamo	Playground	5.0%	35.0%	www.dynamoplaygrounds.com	See PDF Attachment	Digital Copy
	Ultrasite	Playground	5.0%	35.0%	www.ultra-site.com	See PDF Attachment	Digital Copy
	Bison	Sports Equipment	5.0%	35.0%	www.bisoninc.com	See PDF Attachment	Digital Copy
	Playspace Services	Installation Services and playground safety surfacing	5.0%	varies	www.playspaceservices.com	See PDF Attachment	Digital Copy
	Rubber Designs	Playground Safety Surfacing	5.0%	varies	www.rubberdesigns.com	See PDF Attachment	Digital Copy
	Watersplash	Waterplay	5.0%	65.0%	www.watersplashnet.com	See PDF Attachment	Digital Copy
	Cedar Forest Products	Shelters	5.0%	35.0%	www.cedarforestproducts.com	See PDF Attachment	Digital Copy
	Kay Park	Playground Site Furnishings	5.0%	35.0%	www.kaypark.com	See PDF Attachment	Digital Copy
	Tuuci	Shade Umbrellas	5.0%	35.0%	www.tuuci.com	See PDF Attachment	Digital Copy

Icon Shleters	Shelters	5.0%	40.0%	www.iconselters.com	See PDF Attachment	Digital Copy
Forever Lawn	Playground synthetic Turf	varies, see price sheet	varies, see price sheet	www.foreverlawn.com	See Playspace Services, pg. 18	Digital Copy
NRS Bleachers	Bleachers	5.0%	35.0%	www.bleachers.net	See PDF Attachment	Digital Copy
Playtopia	Playground	5.0%	35.0%	www.playtopia.com	See PDF Attachment	Digital Copy
Jay Pro	Sports Equipment	5.0%	35.0%	www.jaypro.com	See PDF Attachment	Digital Copy
ADA Wood Mulch	ADA EWF Playground surfacing	varies, see price sheet	varies, see price sheet	www.playspaceservices.com	See PDF Attachment	Digital Copy
Polysoft Surfacing	Aquatic and Playground Surfacing	varies, see price sheet	varies, see price sheet	www.polysoftsurfaces.com	See PDF Attachment	Digital Copy
Dero Bike Racks	Bike Racks	5.0%	35.0%	www.dero.com	See PDF Attachment	Digital Copy
DogiPot	Dog Parks	5.0%	35.0%	www.dogipot.com	See PDF Attachment	Digital Copy
Frog Furnishings	Outdoor Furniture	5.0%	35.0%	www.frogfurnishings.com	See PDF Attachment	Digital Copy
RCP Shelters	Shelters	5.0%	40.0%	www.rcpshelters.com	See PDF Attachment	Digital Copy
FlexGround	EPDM Safety Surfacing	5.0%	35.0%	www.flexground.com	See PDF Attachment	Digital Copy
SRP Amenities	Outdoor site furnishings	5.0%	35.0%	www.srpsiteamenities.com	See PDF Attachment	Digital Copy

Bliss Products & Services (904) 219-7760
dewitt@blissproducts.com

Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Action Play	Borders, ADA Ramps, Wear Mats, GaGa Ball Pits	5.0%	Priced per Job	www.actionplaysystems.com	See PDF Attachment	Digital Copy
American Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.themulchsoilco.com	Request Quote	N/A
Athletic Connection	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	www.athleticconnection.com	See PDF Attachment	Digital Copy
Bark Park	Agility Equipment, Courses, & Amenities	8.0%	50.0%	www.ultra-site.com/dog-parks	See PDF Attachment	Digital Copy
Big Toys	Playground Equipment	10.0%	65.0%	www.bigtoys.com	See PDF Attachment	Digital Copy
Burbank Sports Netting	Sports Netting	5.0%	Priced per Job	www.burbanksportnets.com	See PDF Attachment	Digital Copy
Cedar Forest Products	Pavilions, Shelters, Pre-fab Restrooms	5.0%	Priced per Job	www.cedarforestproducts.com	See PDF Attachment	Digital Copy
CemRock	Custom GFRC Play Features & Sculptural Elements	5.0%	Priced per Job	www.cemrock.com	Request Quote	Digital Copy
Childworks	Playground & Swing Components & Hardware	5.0%	Priced per Job	www.childworks.com	See PDF Attachment	Digital Copy
Colorado Time Systems	Electronic Scoreboards & Video Displays	5.0%	Priced per Job	coloradotime.com	Request Quote	Digital Copy
Compac Filtration	Wet Playgrounds, Splash Pads, & FRP Pool Water Slides	10.0%	Priced per Job	www.com-pac.net	Request Quote	Digital Copy

Dero	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	www.dero.com	See PDF Attachment	Digital Copy
Dog on it Park	Agility Equipment, Courses, & Amenities	5.0%	Priced per Job	www.dog-on-it-parks.com	See PDF Attachment	Digital Copy
Doty & Son Concrete	Precast Trash Rec, Benches, Planters, & Customized Products	5.0%	Priced per Job	www.dotyconcrete.com	Request Quote	Digital Copy
Dura Play - Dura Bound	Playground Safety Surfacing	5.0%	Priced per Job	www.duraplay.com	Request Quote	Digital Copy
DynaCushion	Wearmats, Climber & Activity Products	5.0%	Priced per Job	www.dynacushion.com	Request Quote	Digital Copy
Dynamo	Playground Equipment	5.0%	65.0%	www.dynamoplaygrounds.com	See PDF Attachment	Digital Copy
East Coast Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.eastcoastmulch.com	Request Quote	N/A
Electro Mech Scoreboard	Electronic Scoreboards & Video Displays	10.0%	Priced per Job	www.electro-mech.com	See PDF Attachment	Digital Copy
Elephant Play	Playground Equipment	10.0%	65.0%	www.elephantplay.com	Request Quote	Digital Copy
Everlast Climbing	Playground Equipment	10.0%	65.0%	www.everlastclimbing.com	See PDF Attachment	Digital Copy
Express Mulch	Engineered Wood Mulch	5.0%	Priced per Job	www.expressmulchblowing.com	Request Quote	N/A
Fibar	Engineered Wood Mulch	10.0%	Priced per Job	www.fibar.com	Request Quote	N/A
First Coast Mulch	Engineered Wood Mulch	5.0%	Included	www.firstcoastmulch.com	Request Quote	N/A
Forestry Resources	Engineered Wood Mulch	5.0%	Priced per Job	www.gomulch.com	Request Quote	N/A
Forte	Borders, ADA Ramps, Wear Mats	5.0%	Priced per Job	www.forteproducts.com	See PDF Attachment	YES
Gared Sports	Athletic and Sporting Equipment and Supplies	10.0%	Priced per Job	www.garedperfsports.com	See PDF Attachment	YES
GT Grandstands	Stadium Grandstands & Bleachers	10.0%	Priced per Job	www.gtgrandstands.com	Request Quote	Upon Request
Harmony Freenotes	Playground Musical Instuments	5.0%	Priced per Job	www.freenotesharmonypark.com	See PDF Attachment	Digital Copy
Jayhawk Plastics	Recycled Site Amenities Tables, Benches, Trash Rec	10.0%	Priced per Job	www.jayhawk.com	See PDF Attachment	Digital Copy
JayPro Sports	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	www.jayprosports.com	See PDF Attachment	Digital Copy
Jensen Swings	Playground Swings Accessories	5.0%	Priced per Job	www.jensenswing.com	See PDF Attachment	Digital Copy
Kay Park	Park Accessories & Site Amenities	5.0%	Priced per Job	www.kaypark.com	See PDF Attachment	Digital Copy
Madrax	Bike Parking, Shelters, Lockers & Streetscapes	5.0%	Priced per Job	www.madrax.com	See PDF Attachment	Digital Copy
Modern Shade	Sun Shade Structures & Umbrellas	5.0%	Priced per Job	www.modernshadellc.com	Request Quote	Digital Copy

Most Dependable	Drinking Fountains, Showers, Misters, Dog Fountains, Grills, & Bike Parking	5.0%	Priced per Job	www.mostdependable.com	See PDF Attachment	Digital Copy
Murdock Fountains	Drinking Fountains, Showers, Misters, Dog Fountains	5.0%	Priced per Job	www.murdockmfg.com	See PDF Attachment	Digital Copy
National Recreation	Bleachers & Team Beam Benches	5.0%	Priced per Job	www.bleachers.net	See PDF Attachment	Digital Copy
Outback Shelters	Picnic Pavilions, Shelters, Pole Barns, Shade Structures & Accessories	10.0%	Priced per Job	NO WEBSITE	See PDF Attachment	Digital Copy
Play and Park	Playground Equipment	10% Swings 5%	65.0%	www.playandpark.com	See PDF Attachment	Digital Copy
Playguard	Playground Safety Surfacing	5.0%	Priced per Job	www.playguardsurfacing.com	Request Quote	Upon Request
Playsafe Surfacing	Playground Safety Surfacing	5.0%	Priced per Job	www.playsafesurfacingllc.com	See PDF Attachment	Digital Copy
Playsafer	Playground Safety Surfacing	5.0%	Priced per Job	www.playsafer.com	See PDF Attachment	Digital Copy
Reeds Metal	Pavilions, Shelters & Garages	5.0%	Priced per Job	www.reedsmetals.com	Request Quote	Digital Copy
Sandee Sod, Inc.	Construction Support & Products for Bliss Products & Services, Concrete, Landscaping, ect.	5.0%	Priced per Job	www.sandeesod.com	Request Quote	Digital Copy
Shade America	Sun Shade Structures & Umbrellas	10.0%	Priced per Job	www.shadeamerica.us	Request Quote	Digital Copy
Shaw Industries	Flooring Products	5.0%	Priced per Job	www.shawfloors.com	Request Quote	Upon Request
Spectrum Aquatics	Pool Products & Supplies	5.0%	Priced per Job	www.spectrumproducts.com/collections.all	Request Quote	Digital Copy
Spohn Ranch/Tru Ride	Skateboard Parks	5.0%	Priced per Job	www.spohnranch.com	Request Quote	Upon Request
Sportsfield Specialties	Sports Construction Equipment	5.0%	Priced per Job	www.sportsfield.com	Request Quote	Upon Request
Sportsplay	Athletic and Sporting Equipment and Supplies	5.0%	Priced per Job	www.sportsplayinc.com	See PDF Attachment	Digital Copy
Structural Wood Systems	Pavilions, Shelters, Lam-Beam Structures	5.0%	Priced per Job	www.structuralwood.com	Request Quote	Digital Copy
Superior Products, Inc.	Site Amenities, Shade Structures, Playground Accessories	5.0%	Priced per Job	www.superiorrecreationalproducts.com	Request Quote	Digital Copy
Tennis Unlimited	Court Surfacing	5.0%	Priced per Job	NO WEBSITE	Request Quote	Digital Copy
Ultra Action Fitness	Outdoor Fitness Equipment	5.0%	Priced per Job	www.ultra-site.com/outdoor-fitness	See PDF Attachment	Digital Copy
Ultra Play	Playground Equipment, Musical Instruments	5.0%	Priced per Job	www.ultraplay.com	See PDF Attachment	Digital Copy

	Ultra Site	Site Amenities, Picnic Tables, Benches, Trash Rec, Bike Racks, Grills, ect.	5.0%	Priced per Job	www.ultra-site.com	See PDF Attachment	Digital Copy
	Umbrella Source	Umbrellas	5.0%	Priced per Job	www.UmbrellaSource.com	Request Quote	Digital Copy
	Wood Mulch Products	Engineered Wood Mulch	5.0%	Priced per Job	www.woodmulchproducts.com	Request Quote	N/A
	X-Grass	Artificial Turf	5.0%	Priced per Job	www.xgrass.com	Request Quote	Digital Copy
	Zeagers Wood Products	Engineered Wood Mulch	5.0%	Priced per Job	zeagers.com	Request Quote	N/A
	I D Sculpture	Custom GFRC Play Features & Sculptural Elements	5.0%	Priced per Job	www.idsculpture.com	Request Quote	Digital Copy
Greenfields Outdoor Fitness Inc. (949) 535-1975 sabina@greenfieldsfitness.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Greensfields Outdoor Fitness Inc.	Outdoor Fitness Equipment	2%	2%	Physical Catalog	Physical Catalog	Digital Copy
i2Visual (239) 687-3223 john.hose@i2visual.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	FairPlay	Scoreboards and Scoreboard Accessories for all sports	10%	10%	www.fair-play.com/	Physical Catalog	Digital Copy
Industrial Shadeports, Inc (954) 755-0661 sales@shadeports.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Industrial Shadeports	Shade structures, scultures, canopies, playground structures, equipment, carports, dugouts, etc.	5%	5%	Physical Catalog	Physical Catalog	"Confidential"
KOMPAN Playgrounds matmil@kompan.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Kompan A/S	Playground & Fitness Equipment	9%	4%	https://publications.kompan.com/us/main-catalog-2024-wop/	See PDF Attachment	Digital Copy
	Freenotes Harmony, LLC	Outdoor Musical Instruments	9%	4%	https://www.flipsnack.com/77669E77C6F/2023-freenotes-harmony-park-digital-catalog/full-view.html	See PDF Attachment	Digital Copy
	Shade America	Shades for playground areas	4%	4%	http://shadeamerica.us/	Request Quote	Digital Copy
	Shad Systems	Shades for playground areas	4%	4%	https://shadesystemsinc.com/playgrounds/	Request Quote	Digital Copy
Lanier Plans Inc. dba KorKat shanel@korkat.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Superior Play	Playground Equipment	4%	35%	https://www.korkat.com/wp-content/uploads/KorKat-2024-Superior-Recreational-Products-Playgrounds-Catalog-1.pdf	Physical Catalog	

	Grounds for Play	Playground Equipment	4%	35%	https://www.korkat.com/wp-content/uploads/KorKat-2023-2024-Grounds-For-Play-Catalog-updated-10-17-23.pdf	Physical Catalog	
	Superior Amenities	Tables, benches, trash receptacles, bleachers, dog parks, fitness equipment	4%	35%	https://www.korkat.com/wp-content/uploads/KorKat-2024-Superior-Site-Amenities-Catalog-12-20-23.pdf	Physical Catalog	
	Thomas Steele	Tables, benches, chairs, bike racks, umbrellas	4%	35%	https://www.korkat.com/wp-content/uploads/KorKat-2024-Thomas-Steele-Catalog.pdf	Physical Catalog	
	Superior Shade	Shade Structures	4%	90%	https://www.korkat.com/wp-content/uploads/KorKat-2024-Superior-Recreational-Products-Shade-Catalog.pdf	Physical Catalog	
	Coverworx	Shelters	4%	90%	https://www.korkat.com/wp-content/uploads/COVERWORX-5th-EDITION-2022.pdf	Physical Catalog	
	Barks & Rec	Dog Park Playground & Accessories	4%	35%	https://www.korkat.com/wp-content/uploads/2024-Barks-anb-Rec-Catalog.pdf	Physical Catalog	
	DogiPot	Dog Park Playground & Accessories	4%	35%	https://www.korkat.com/wp-content/uploads/KorKat-2024-DOGIPOT-CATALOG.pdf	Physical Catalog	
	Outdoor Safety Surfacing	EPDM	4%	100%	https://www.korkat.com/wp-content/uploads/Outdoor-Safety-Surfacing-Brochure.pdf	Physical Catalog	
M Gay Contructors Inc mgcshelby@gmail.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	M Gay Constructors	Sport Field Lighting	See Attached Bid Pricing Form	X	X	X	Digital Copy
Miracle Recreation miracle@truenorthrecreation.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Miracle Recreation	Playground Equipment, Site Amenities, Playground Surfacing, Shade	$0 -$999 = List Price $1,000-$4,999 = 3% $5,000-$14,999=8% $15,000-$24,999=13% $25,000-$49,999=17% $50,000-$99,999=20% $100,000 Plus =23%	30% of LIST PRICE	https://secure.viewer.zmags.com/publication/53aac96d#/53aac96d/1	See PDF Attachment	Digital Copy

	USA Shade	Shade Structures	$1,000-$19,999=3% $20,000-$49,999=6% $50,000Plus = 10%	Priced Per Job	https://www.usa-shade.com	See PDF Attachment	Digital Copy
	Wabash Valley	Site Amenities	5%	Priced Per Job	https://www.wabashvalley.com	See PDF Attachment	Digital Copy
	No Fault	Playground Surfacing	5%	Priced Per Job	https://nofault.com/	See PDF Attachment	Digital Copy
	IMC NuPlay	Playground Surfacing	10%	Priced Per Job	https://imcoutdoorliving.com/commercials_product/groundsmart-nugget-mulch/	See PDF Attachment	N/A
	Douglas Sports	Sports Equipment, netting, etc.	5%	Priced Per Job	https://douglas-sports.com/	Online	N/A
	Kay Park	Site Amenities	5%	Priced Per Job	https://kaypark.com/	Online	N/A
	MyTCoat	Site Amenities	5%	Priced Per Job	https://mytcoat.com/	Online	N/A
	RCP Shelters	Site Amenities - Shelters	5%	Priced Per Job	https://www.rcpshelters.com/	Online	Digital Copy
Musco Sports Lighting, LLC (800) 825-6030 musco.contracts@musco.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Musco Sports Lighting	Sport Field Lighting	X	X	Request	See PDF Attachment	Digital Copy
Nevco Sports, LLC jscott@nevco.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Nevco Sports	Scoreboards, Video Displays, Indoor/Outdoor Sound Systems, Timing Systems	10%	N/A	Request	Request	Digital Copy
NSP Park Services (904) 466-3645 custsvc@nspparkservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	NSP Park Services	Court Surfacing	X	X	Request	See PDF Attachment	X
Outdoorlink Inc (256) 885-9768 dave@outdoorlinkinc.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Outdoorlink Inc.	Cellular-based monitoring and control systems (Smart Controller 2.0)	10%-25% (Based on Volume)	Request Quote	Physical	Physical Direct Sales Sole Source	Digital Copy
	Outdoorlink Inc.	Smart Controller 2.0 Service	5%-20% (Based on Service Plan Terms)	Included with SL-4-AC Controller	Physical	Physical	Digital Copy
	Outdoorlink Inc.	Dimmer Add-on Feature	25% per unit	Included with feature purchase	Physical	Physical	Digital Copy

	Outdoorlink Inc.	Weather Add-on Feature	50% per unit	Included with feature purchase	Physical	Physical	Digital Copy
	Lighting Technologies A Division of Outdoorlink Inc.	LED light and needed infrastures	5% Total per structure	TBD If install is requested	Physical	Physical	Digital Copy
PlayCore Wisconsin, Inc. DBA GameTime courtney.crawford@gametime.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	GameTime	Playground Equipment	10%	35%	Request	Request	Digital Copy
	GameTime	Site Amenities	5%	35%	Request	Request	Digital Copy
Playmore West, Inc. (239) 791-2400 luker@playmoreonline.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	PlayWorld	Playgrounds, Shade	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Berliner	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Cre8Play	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	ExoFit	Outdoor Fitness	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
	Premier Polysteel	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
	Americana	Shelters, Gazebos	3%	104%	playmoreonline.com/claycounty	Online	Digital Copy
	Dog on It	Dog Parks	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy

Superior Site Amenities	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
Wabash	Site Furnishings	3%	69%	playmoreonline.com/claycounty	Online	Digital Copy
SportsPlay	Playgrounds	3%	40%	playmoreonline.com/claycounty	Online	Digital Copy
USA Shade	Shade Structures	3%	147%	playmoreonline.com/claycounty	Online	Digital Copy
Zeager	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
The Mulch & Soil Co	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Rubber Designs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
The Recreational Group	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Robertson Tot Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Pro-Techs	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Vitriturf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy

	No Fault	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
	Sunshine Turf	Surfacing	3%	See Price List	playmoreonline.com/claycounty	Online	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Playcraft Systems	Installation Playground - Composite Steel		35%	www.playcraftsystems.com	See PDF Attachment	Request
	Grounds for Play	Installation Playground - Composite Plastic		35%	www.groundsforplay.com	See PDF Attachment	Request
	Ultraplay	Installation Playground		35%	www.ultraplay.com	See PDF Attachment	Request
	Id Sculpture	Installation Playground - GFRC Scupltures		35%	www.idsculpture.com	See PDF Attachment	Request
	Freenotes Harmony Park	Installation Playground Music		35%	www.freenotesharmonypark.com	See PDF Attachment	Request
	SRP Shade	Installation Shade Structures		35%	www.srpshade.com	See PDF Attachment	Request
	Action Fit	Installation Fitness Equipment - Outdoor		35%	www.actionfitoutdoors.com	See PDF Attachment	Request
	APS Borders	Installation Playground borders and ramps		35%	www.actionplaysystems.com	See Playspace Services, pg. 16	Request
	Sports Play	Installation Playground		35%	www.sportsplayinc.com	See PDF Attachment	Request

Dynamo	Installation Playground		35%	www.dynamoplaygrounds.com	See PDF Attachment	Request
Ultrasite	Installation Playground		35%	www.ultra-site.com	See PDF Attachment	Request
Bison	Installation Sports Equipment		35%	www.bisoninc.com	See PDF Attachment	Request
Playspace Services	Supply and Installation Services and Playground Safety Surfacing		varies	www.playspaceservices.com	See PDF Attachment	Request
Rubber Designs	Supply and Installation Playground Safety Surfacing	5%	varies	www.rubberdesigns.com	See PDF Attachment	Request
Watersplash	Installation Waterplay		65%	www.watersplashnet.com	See PDF Attachment	Request
Cedar Forest Products	Installation Shelters		35%	www.cedarforestproducts.com	See PDF Attachment	Request
Kay Park	Installation Playground Site Furnishings		35%	www.kaypark.com	See PDF Attachment	Request
Tuuci	Installation Shade Umbrellas		35%	www.tuuci.com	See PDF Attachment	Request
Icon Shelters	Installation Shelters		40%	www.iconshelters.com	See PDF Attachment	Request
Forever Lawn	Installation and supply of Playground Synthetic Turf	varies, see price sheet	varies, see price sheet	www.foreverlawn.com	See Playspace Services Catalog	Request
NRS Bleachers	Installation Bleachers		35%	www.bleachers.net	See PDF Attachment	Request

	Playtopia	Installation Playground		35%	www.playtopia.com	See PDF Attachment	Request
	Jay Pro	Installation Sports Equipment		35%	www.jaypro.com	See PDF Attachment	Request
	ADA Wood Mulch	Supply and Installation ADA EWF Playground Surfacing	varies, see price sheet	varies, see price sheet	www.playspaceservices.com	See PDF Attachment	Request
	Polysoft Surfacing	Supply and Installation Aquatic & Playground Surfacing	varies, see price sheet	varies, see price sheet	www.polysoftsurfaces.com	See PDF Attachment	Request
	Dero Bike Racks	Installation Bike Racks		35%	www.dero.com	See PDF Attachment	Request
	DogiPot	Installation Dog Parks		35%	www.dogipot.com	See PDF Attachment	Request
	Frog Furnishings	Installation Outdoor Furniture		35%	www.frogfurnishings.com	See PDF Attachment	Request
	RCP Shelters	Installation Shelters		40%	www.rcpshelters.com	See PDF Attachment	Request
	FlexGround	Supply and Installation EPDM Safety Surfacing		35%	www.flexground.com	See PDF Attachment	Request
	SRP Amenities	Installation Outdoor Site Furnishings		35%	www.srpsiteamenities.com	See PDF Attachment	Request
RCP Shelters (772) 288-3600 bryce@rcpshelters.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	RCP Shelters	Manufactured Tube Steel Site Amenities	15%	15%	https://www.rcpshelters.com/wp-content/uploads/2023/10/RCP-Shelters-2022-Tube-Steel-Catalog.pdf	See PDF Attachment	Digital Copy

	RCP Shelters	Manufactured Laminated Wood Site Amenities	15%	15%	https://www.rcpshelters.com/wp-content/uploads/2023/10/RCP-Shelters-2022-Lam-Wood-Catalog.pdf	See PDF Attachment	Digital Copy
Regal Contractors Inc. (561) 906-7321 regalcontractorsinc@gmail.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Shade Systems Inc.	Installation of Shades, Sails	N/A	150%	No	No	Request
	Apollo Sunguard Systems Inc.	Installation of Shades, Sails	N/A	150%	No	No	Request
	RCP Shelters Inc.	Installation of Sails, Gazebos, Pavilions	N/A	150%	No	No	Request
	Poligon by Porter	Installation of Gazebos	N/A	150%	No	No	Request
	Ball Fabrics	Installation Shades, Sails, Privacy Fence Screening	N/A	150%	No	No	Request
	Landscape Structures Inc.	Installation of Playgrounds, Shades, Sails	N/A	40%	No	No	Request
	GameTime	Playground Installation	N/A	45%	No	No	Request
	Playworld Systems Inc.	Playground Installation	N/A	40%	No	No	Request
	Playpower Lt Farmington/Little Tikes Commercial	Playground Installation	N/A	45%	No	No	Request

Miracle Recreation	Playground Installation	N/A	45%	No	No	Request
Playcore Branded Products	Playground Installation, Shades, Sails, Site Furnishings	N/A	150%	No	No	Request
Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	50%	No	No	Request
Ultra Site	Playground Installation	N/A	45%	No	No	Request
Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	Request
Wausau Tile, Inc.	Site Furnishing Installation	N/A	100%	No	No	Request
Freenotes Harmony Park	Playground Installation	N/A	45%	No	No	Request
ExoFit	Installation of Outdoor Fitness Equipment	N/A	75%	No	No	Request
Berliner	Playground Installation	N/A	50%	No	No	Request

Rep Services. (407) 831-9658 sales@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Landscape Structures Inc.	Playground Equipment	2%	N/A	https://issuu.com/repservices/docs/2024_lsi_play_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List	Digital Copy

Skyways	Shade Structures, Pavillions, Shelters	2%	N/A	https://issuu.com/repservices/docs/2024_skyways_catalog-with_imprint?fr=xKAE9_zU1NQ	Physical List	Digital Copy
Poligon Shelters	Shelters, Pavilions, Shade Structures	2%	N/A	https://issuu.com/repservices/docs/_poligoncatalog-2023?fr=xKAE9_zU1NQ	Priced Per Job	Digital Copy
Aquatix	Aquatic Spray Features and Mechanical Packages	2%	N/A	https://issuu.com/repservices/docs/_2024-aquatixcatalog-with_imprint	Priced Per Job	Digital Copy
DuMor	Site Funishings	2%	N/A	https://issuu.com/repservices/docs/_2024_dumor_catalog?fr=xKAE9_zU1NQ	Physical List	Digital Copy
Anova	Site Furnishings	2%	N/A	https://issuu.com/repservices/docs/_2020_anova_catalog?fr=sYzhjNjQ1MTc3MQ	Physical List	Digital Copy
2by2 Industries, LLC	Playground Timbers, Ramps, Stakes	2%	N/A	https://issuu.com/repservices/docs/_2024_product_catalog?fr=xKAE9_zU1NQ	Physical List	Digital Copy
iMulch, Inc	Engineered Wood Fiber	2%	N/A	N/A	Physical List	N/A
No Fault Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/_nfs_catalog-2022	Physical List	Digital Copy
Tot Turf Safety Surfacing	Poured in Place Rubber Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/_robertsonrecreationalsurfaces_catalog	Physical List	Digital Copy
Forever Lawn	Synthetic Turf Surfacing Products	2%	N/A	https://issuu.com/repservices/docs/foreverlawn?e=1884579/4320678	Physical List	Digital Copy
Safe4Play	Synthetic Turf Surfacing Products	2%	N/A	N/A	Physical List	Digital Copy

Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
	Kidstuff Playsystems	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	www.kidstuffplaysystems.com	See PDF Attachment	Request	Installation % is off of our discounted price of 35% that Distributor gets
	Sports Play	Sports Equipment, Playground Equipment, Park Equipment, Benches	10%	12%	www.sportsplayinc.com	See PDF Attachment	Request	Installation % is off of our discounted price of 35% that Distributor gets

Shade Systems Inc. (800) 609-6066 jeremy@shadesystemsinc.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Shade Systems, Inc.	Pre-Engineered Fabric Tensioned Shade Structures	10%	10%	https://shadesystemsinc.com/contact-us/#cat0	See PDF Attachment	Digital Copy

Top Line Recreation Inc. (386) 575-8359 soniap@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	BCI Burke	Playgrounds, Shades, Outdoor Fitness Dog PA	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Lappset	Playgrounds, Outdoor Fitness	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Grounds for Play	Playgrounds	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	

	Percussion Play	Musical Playgrounds Equipment	5%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Equiparc	Site Furnishings - Benches, tables, trash receptacles	3%	0% Installation Discount 55% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Productos	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Shade Systems	Shades	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	
	Americana	Pavilions, Shelters, Gazebos	5%	0% Installation Discount 125% Fixed Percentage of cost after discounts of Equipment	Physical Catalog	Physical Catalog	

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

360 Recreation LLC Response

CONTACT INFORMATION

Company:
360 Recreation LLC

Email:
sales@360recreation.com

Contact:
Tracy Gill

Address:
9986 Eagle Creek Center Blvd.
Orlando, FL 32832

Phone:
(888) 360-7275

Website:
www.360RECREATION.COM

Submission Date:
Jun 13, 2024 3:31 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Advanced Recreational Concepts Response

CONTACT INFORMATION

Company:
Advanced Recreational Concepts

Email:
info@arcflorida.com

Contact:
Paul Bickham

Address:
3127 Skyway Cir. Ste 101
Melbourne, FL 32934

Phone:
(321) 775-0600

Website:
arcflorida.com

Submission Date:
Jun 12, 2024 4:13 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Bliss Products & Services, Inc. Response

CONTACT INFORMATION

Company:
Bliss Products & Services, Inc.

Email:
dewitt@blissproducts.com

Contact:
DeWitt Gibbs

Address:
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122

Phone:
(904) 219-7760

Website:
www.blissproducts.com

Submission Date:
Jun 13, 2024 9:14 AM

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RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

GREENFIELDS OUTDOOR FITNESS INC. Response

CONTACT INFORMATION

Company:
GREENFIELDS OUTDOOR FITNESS INC.

Email:
sabina@greenfieldsfitness.com

Contact:
Sabina Majdanics

Address:
2617 West Woodland Drive
Anaheim, CA 92801

Phone:
(949) 535-1975

Website:
www.gfoutdoorfitness.com

Submission Date:
Jun 11, 2024 5:31 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

i2Visual Response

CONTACT INFORMATION

Company:
i2Visual

Email:
john.hose@i2visual.com

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John Hose

Address:
1606 BENCHMARK AVE
FORT MYERS, FL 33905

Phone:
(239) 687-3223

Website:
www.i2visual.com

Submission Date:
Jun 13, 2024 3:55 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

KOMPAN Playgrounds Response

CONTACT INFORMATION

Company:
KOMPAN Playgrounds

Email:
matmil@kompan.com

Contact:
Matt Miller

Address:
605 W Howard Ln - Suite 101
Austin, TX 78753

Phone:
N/A

Website:
www.kompan.com

Submission Date:
Jun 12, 2024 5:05 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Industrial Shadeports, Inc. Response

CONTACT INFORMATION

Company:
Industrial Shadeports, Inc.

Email:
sales@shadeports.com

Contact:
Chip Breitweiser

Address:
6600 NW 12th Ave
Unit 220
Fort Laudardale, FL 33309

Phone:
(954) 755-0661

Website:
www.Shadeports.com

Submission Date:
Jun 11, 2024 5:42 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Lanier Plans Inc. dba KorKat Response

CONTACT INFORMATION

Company:
Lanier Plans Inc. dba KorKat

Email:
shanel@korkat.com

Contact:
Shane Lanier

Address:
221 Cable Industrial Way
Carrollton, GA 30117

Phone:
N/A

Website:
www.korkat.com

Submission Date:
Jun 13, 2024 8:50 AM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

M GAY CONSTRUCTORS INC Response

CONTACT INFORMATION

Company:
M GAY CONSTRUCTORS INC

Email:
mgcshelby@gmail.com

Contact:
Shelby Abdallah

Address:
11901 INDUSTRY DRIVE
JACKSONVILLE, FL 32218

Phone:
N/A

Website:
N/A

Submission Date:
Jun 10, 2024 5:05 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Miracle Recreation Response

CONTACT INFORMATION

Company:
Miracle Recreation

Email:
miracle@truenorthrecreation.com

Contact:
Kimberly Falkowski

Address:
1565 Brae Moor Ln
Dunedin, FL 34698

Phone:
N/A

Website:
N/A

Submission Date:
Jun 13, 2024 11:32 AM

[MUSCO SPORTS LIGHTING, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Musco Sports Lighting, LLC Response

CONTACT INFORMATION

Company:
Musco Sports Lighting, LLC

Email:
musco.contracts@musco.com

Contact:
Beth Sheeley

Address:
100 1st Avenue West
PO Box 808
Oskaloosa, IA 52577

Phone:
(800) 825-6030

Website:
www.musco.com

Submission Date:
Jun 12, 2024 3:11 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Nevco Sports, LLC Response

CONTACT INFORMATION

Company:
Nevco Sports, LLC

Email:
jscott@nevco.com

Contact:
Jacob Scott

Address:
301 E Harris Ave
Greenville, IL 62246

Phone:
N/A

Website:
www.nevco.com

Submission Date:
Jun 13, 2024 9:37 AM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

NSP Park Services Response

CONTACT INFORMATION

Company:
NSP Park Services

Email:
custsvc@nspparkservices.com

Contact:
Paige Larson

Address:
PO Box 471026
Lake Monroe, FL 32747

Phone:
(904) 466-3645

Website:
Www.NSPparkservices.com

Submission Date:
Jun 10, 2024 12:12 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Outdoorlink Inc Response

CONTACT INFORMATION

Company:
Outdoorlink Inc

Email:
dave@outdoorlinkinc.com

Contact:
Dave Ramirez

Address:
3058 Leeman Ferry Rd SW
Huntsville, AL 35801

Phone:
(256) 885-9768

Website:
www.outdoorlinkinc.com

Submission Date:
Jun 11, 2024 10:10 AM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

PlayCore Wisconsin, Inc., DBA GameTime Response

CONTACT INFORMATION

Company:
PlayCore Wisconsin, Inc., DBA GameTime

Email:
courtney.crawford@gametime.com

Contact:
Courtney Crawford

Address:
150 PLAYCORE DR SE
FORT PAYNE, AL 35967

Phone:
N/A

Website:
www.gametime.com

Submission Date:
Jun 11, 2024 3:54 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Playmore West, Inc. Response

CONTACT INFORMATION

Company:
Playmore West, Inc.

Email:
luker@playmoreonline.com

Contact:
Luke Russell

Address:
10271 Deer Run Farms Rd
Suite 1
Fort Myers, FL 33966

Phone:
(239) 791-2400

Website:
https://www.playmoreonline.com/

Submission Date:
Jun 12, 2024 1:25 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Playspace Services Response

CONTACT INFORMATION

Company:
Playspace Services

Email:
info@playspaceservices.com

Contact:
Paul Bickham

Address:
3127 Skyway Cir. Ste 101
Melbourne, FL 32934

Phone:
(321) 775-0600

Website:
www.playspaceservices.com

Submission Date:
Jun 12, 2024 3:53 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

RCP Shelters Response

CONTACT INFORMATION

Company:
RCP Shelters

Email:
bryce@rcpshelters.com

Contact:
Bryce Cooper

Address:
2100 SE Rays Way
,Stuart,, FL 34994

Phone:
(772) 288-3600

Website:
www.rcpshelters.com

Submission Date:
Jun 11, 2024 2:29 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Regal Contractors Inc Response

CONTACT INFORMATION

Company:
Regal Contractors Inc

Email:
regalcontractorsinc@gmail.com

Contact:
Paul Martin

Address:
1220 SW Squire Johns Lane
Palm City, FL 34990

Phone:
(561) 906-7321

Website:
N/A

Submission Date:
Jun 13, 2024 12:10 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rep Services, Inc. Response

CONTACT INFORMATION

Company:
Rep Services, Inc.

Email:
sales@repservices.com

Contact:
Nathan Almon

Address:
165 West Jessup Ave
Longwood, FL 32750-4146

Phone:
(407) 831-9658

Website:
https://repservices.com/

Submission Date:
Jun 11, 2024 2:33 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Rosette Equipment Co. Response

CONTACT INFORMATION

Company:
Rosette Equipment Co.

Email:
jrose20@comcast.net

Contact:
JEFF ROSETTE

Address:
234 Capella Rd
Orange Park, FL 32073

Phone:
(904) 271-0561

Website:
N/A

Submission Date:
Jun 13, 2024 3:47 PM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

Shade Systems Inc Response

CONTACT INFORMATION

Company:
Shade Systems Inc

Email:
jeremy@shadesystemsinc.com

Contact:
Jeremy Purkis

Address:
4150 SW 19th Street
Ocala, FL 34474

Phone:
(800) 609-6066

Website:
shadesystemsinc.com

Submission Date:
Jun 13, 2024 10:26 AM

RESPONSE DOCUMENT REPORT

RFB No. 23/24-074

Various Equipment and Amenities for Parks and Recreation

RESPONSE DEADLINE: June 13, 2024 at 4:00 pm

TOP LINE RECREATION INC Response

CONTACT INFORMATION

Company:
TOP LINE RECREATION INC

Email:
soniap@toplinerec.com

Contact:
SONIA PERKINS

Address:
2922 HOWLAND BLVD - ST 4
Deltona, FL 32725

Phone:
(386) 575-8359

Website:
www.toplinerec.com

Submission Date:
Jun 12, 2024 3:09 PM

1. Scope of Work

1.1. Purpose

The purpose of this bid is to establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase and installation of various equipment and amenities for parks and playgrounds. The bid is also a means for qualifying vendors and establishing pricing for ball park lighting services and court surfacing.

1.2. Scope

1. The bid will establish a firm, fixed percentage discount off manufacturer's and/or supplier's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by Clay County Parks and Recreation. Additionally, this bid will also establish a firm, fixed percentage off manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as needed. The County reserves the right to award to multiple bidders.

2. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percent discount shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in the bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder throughout the duration of the contract.

3. This bid is also a means for qualifying bidders for ball park lighting services and court surfacing. Qualifying bidders will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified bidder(s) providing the lowest responsive quote based on contracted pricing will be awarded the project.

4. Freight must be pre-paid and added to the invoice and the quote. The County will pay actual freight charges.

5. Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Bidders will be required to meet this requirement before receiving a purchase order for the project.

6. The County reserves the right to purchase from other agreements when in the best interest of the County.

Responsibility:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to

purchase only materials and have those materials installed by others (e.g., volunteers. County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

1.3. Method of Ordering

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting, lighting installation, and court surfacing together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

1.4. Administrative Fee (Piggybacking)

Cooperative Contract: The Bidder agrees to extend provisions and pricing of this contract to any Municipal, County, Public Utility, Educational Institution, Hospital, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Clay County makes no guarantee of usage by other users of this contract.

A 1.5 percent administrative fee on Eligible Revenues will be paid to the County for any contracts/purchase orders the Bidder receives or agrees to enter into with other entities under the provisions and pricing of the County's contract. The Bidder shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of the Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price; and shall include all transactions pertaining to sales under the contract provisions and pricing for that Reporting Period. Bidder shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Bidder to provide quarterly reports as required, may be deemed breach of the contract. All payments of administrative fees are due 30 calendar days after the closing of each quarter. A late penalty of 15 percent on the value of the Administrative Fee may be assessed to the Bidder for each month the payments are not received. All sales shall include the 1.5 percent administrative fee.

Volume Sales Reports and Administrative fees will be mailed to the Clay County Board of Commissioners, Attn: Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043.

1.5. Qualification of Installers

If a bidder utilizes a sub-contracted installer for any park or playground equipment, lighting, or court surfacing a list of sub-contracted installers must be included with this bid. Additionally, upon request the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

1.6. Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists

Each bidder shall submit with this bid, a website link of each catalog and current catalog/supply/product price list for each catalog submitted. All catalogs and price lists shall clearly identify the bidder's name, address and telephone number. If digital catalogs are not available on website, catalogs must be mailed or delivered to the Clay County Purchasing Department, Fourth Floor, 477 Houston Street, Green Cove Springs, FL 32043 prior to bid opening. Annually Bidder may request that new manufacturers be added. The County reserves the right to approve or deny this request.

SALES PROMOTION/PRICE REDUCTION: It is understood that sales promotions occur during the course of the contract that will lower prices of products for the period of the sales promotion. The County shall receive the full benefit of such reductions if lower than the discount established by this bid. The County

must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotions.

1.7. Compliance With Laws and Codes

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM)

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use
ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life-threatening head injury would not be expected to occur)

Copies may be obtained from the:
American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the:
US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the:
National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling:
(800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

1.8. Award

The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

1.9. Site Inspections

It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Bidder. No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

1.10. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

1.11. Permit & Fees

The Bidder shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Bidder is required to familiarize themselves with all permits required for each individual project. If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: https://www.claycountygov.com/government/building

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the individual project is the responsibility of and will be paid for by the Contractor, including any related inspection fees.

1.12. Clean up & Restoration of Site

The Bidder is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.

Bidder shall maintain work site in a safe manner, and daily clear construction debris.

1.13. Bidder and Subcontractor Requirements

1. The Bidder shall be licensed to perform all work listed in the Scope of Work provided.

2. The Bidder shall own or have full access to the appropriate personnel and equipment to complete the project requested.

1.14. Subcontractors and Major Material Suppliers

Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.

The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names must be included within this Bid. The County may request references of the Sub-Contractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any Subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

1.15. Damage to Public or Private Property

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damage which occurs as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the 30-day period the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

1.16. Compliance with Occupation Safety and Health Act

The Bidder warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

1.17. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Bidder. This shall be immediately rectified by the Bidder at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Bidder until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

1.18. Payment

The Contractor may request payment no more than once monthly, based on the amount of work completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

The amount of such payments shall be the total value of the project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes.

1.19. Warranty

The Contractor shall provide a warranty for equipment and parts. Warranty will begin from the date of final acceptance.

1.20. Term

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. The County reserves the right to use other available bids or contracts when in the best interest of the County.

1.21. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

1.22. Cancellation of Contract

If the awarded Bidder fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

1.23. Additional Services

If the County and/or awarded Bidder identifies any additional services to be provided by Bidder that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Bidder.

Project View Count

1238

Vendor Funnel

Followers	47
Downloaders	54
Applicants	27
No Bids	1
Submissions	23

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
360 Recreation LLC No Reviews *sales@360recreation.com*	✔	✔	✔		✔
Advanced Recreational Concepts No R *info@arcflorida.com*	✔	✔	✔		✔
Alderman & Masters Electric LLC No Re *aldermanmasterselectric@yahoo.com*	✔	✔	✔		
B&G Refrigeration/Electrical No Review *frank@bgelectric.net*	✔	✔			
BSN Sports 4.4 *bsnbid@bsnsports.com*	✔	✔			
Bliss Products & Services, Inc. No Revie *info@blissproducts.com*		✔			
Bliss Products & Services, Inc. No Revie *dewitt@blissproducts.com*	✔	✔	✔		✔
Brevard County BOCC No Reviews *angel.boss@brevardfl.gov*	✔	✔			
Brogdon Builders, LLC No Reviews *clayton@brogdonbuilders.com*	✔	✔			
COnstruct COnnect No Reviews	✔	✔			

nikki.diez@constructconnect.com						
Clay County No Reviews *kelli.lueckert@claycountygov.com*		✔				
ConstructConnect No Reviews *content@constructconnect.com*	✔	✔				
ConstructConnect No Reviews *george.boateng@constructconnect.com*	✔	✔				
Construction Bid Source No Reviews *cmarceca@constructionbidsource.com*		✔				
Court Surfaces No Reviews *melissa@courtsurfacesfla.com*	✔	✔				
Dodge Data And Analytics No Reviews *jayalakshmil@construction.com*	✔	✔				
Dodge Data And Analytics No Reviews *dodge.docs@construction.com*		✔				
Dodgedocs No Reviews *dodge.bidding@construction.com*	✔	✔				
Flyers Club Aero Services No Reviews *flyersclubaeroservices@gmail.com*		✔				
GREENFIELDS OUTDOOR FITNESS INC *sabina@greenfieldsfitness.com*	✔		✔		✔	
Gulfstream Contracting Group, LLC No *gulfstreamcontractinggroup@gmail.com*	✔	✔	✔			
Industrial Shadeports, Inc. No Reviews *sales@shadeports.com*	✔	✔	✔		✔	
Jammin Playgrounds No Reviews *admin@jamnplay.com*	✔	✔				
KOMPAN Playgrounds 5 *ralbid@kompan.com*	✔	✔				
KOMPAN Playgrounds 5 *matmil@kompan.com*	✔	✔	✔		✔	
Lake Area Small Engine, Inc No Review *lakeareasmallengine@yahoo.com*			✔	✔		
Lanier Plans Inc. dba KorKat No Review	✔	✔	✔		✔	

shanel@korkat.com				
Leadex Corporation No Reviews *nelson@leadexcorp.com*	✔	✔		
M GAY CONSTRUCTORS INC No Revi *mgcmelissa1@gmail.com*	✔	✔	✔	✔
M. Gay Constructors No Reviews *mgcmmoore@gmail.com*	✔	✔		
Mark W Keels Construction, LLC No Re *mwkeels@yahoo.com*	✔	✔		
Musco Sports Lighting 5 *bid.center@musco.com*		✔		
Musco Sports Lighting, LLC 5 *musco.contracts@musco.com*	✔	✔	✔	✔
NSP Park Services No Reviews *steve@nspparkservices.com*	✔		✔	✔
Nevco Sports, LLC 5 *jscott@nevco.com*	✔	✔	✔	✔
None No Reviews *martin.larinas@gmail.com*		✔		
Outdoorlink Inc No Reviews *dave@outdoorlinkinc.com*	✔	✔	✔	✔
PWXPress No Reviews *bids@pwxpress.com*	✔	✔		
PlayCore Wisconsin, Inc., DBA GameTime *courtney.crawford@gametime.com*	✔	✔	✔	✔
PlayPower LT Farmington Inc. No Revie *miracle@truenorthrecreation.com*	✔	✔	✔	✔
Playmore West, Inc. No Reviews *luker@playmoreonline.com*	✔	✔	✔	✔
Playspace Services No Reviews *info@playspaceservices.com*	✔		✔	✔
Premium Crane LLC No Reviews *thepremiumcranes@gmail.com*		✔		
RCP Shelters, Inc. No Reviews	✔	✔	✔	✔

jim@rcpshelters.com					
RCP Shelters, Inc. No Reviews *bryce@rcpshelters.com*	✔	✔			
Regal Contractors Inc No Reviews *aren@regalcontractorsinc.com*	✔	✔	✔		✔
Rep Services, Inc. No Reviews *sales@repservices.com*	✔	✔	✔		✔
Rosette Equipment Co. No Reviews *jrose20@comcast.net*	✔	✔	✔		✔
Safety Step TD, Inc. No Reviews *suzanne@safetysteptd.com*	✔				
Shade Systems Inc No Reviews *jeremy@shadesystemsinc.com*	✔	✔	✔		✔
Sign Solutions USA, LLC No Reviews *rcallanan@signsolutionsusa.com*	✔	✔			
Source Management No Reviews *sourcemanagement@deltek.com*	✔	✔			
Southern Park and Play Systems, DBA Sou *info@southernparkandplay.com*	✔	✔	✔		
Swartz Associates, Inc. No Reviews *mail@parkplayusa.com*		✔			
TOP LINE RECREATION INC No Revie *soniap@toplinerec.com*	✔	✔	✔		✔
VendorLink, LLC No Reviews *bids@evendorlink.com*		✔			
Vertex Aquatic Solutions No Reviews *dave.hirshburg@vertexaquaticsolutions.com*	✔	✔			
bidnet No Reviews *gbs@bidnet.com*		✔			
i2Visual No Reviews *john.hose@i2visual.com*	✔	✔	✔		✔

GameTime / Dominica Recreation Products
Quick Reference Guide
800-432-0162 www.playdrp.com

Clay County Board of Commissioners – Bid 2024 23/24-074

Note: GameTime is a complete manufacturer and can provide all products and services requested under one brand name. This means a coordinated warranty and full coverage of liability. John Fitzgerald Inc is GameTime's only Certified Installer in Florida and has been working exclusively for GameTime for over 35 years.

All GameTime Equipment –

All GameTime - $100 and above	10% discount on equipment list price
All Playground Systems	15% discount on equipment list price
GameTime GTImpax Surfacing Components	5% discount on equipment list price
GameTime/UltraSite GTSite Site Amenities	5% discount on equipment list price
GameTime Shade & Shelter	3% discount on shade & shelter list price

Installation –

35% of discounted price
– Minimum trip charge for any installation service - $2,500

Shade and shelter installation is at a different rate and to be determined for each project, will include footers and crane rental. And additional services as needed.

All installation services by a GameTime Certified Installer. With invoicing and billing going through GameTime.

Site Preparation –

Digout/Excavation	$1.40 per sq. ft.
Removal of Spoils	$1.75 per sq. ft.
Concrete Curb	$41.00 per ln. ft.
4" thick Concrete	$11.25 per sq. ft.
Crushed Stone	$5.25 per sq. ft.
Utility Locates	$1,500.00 each
Signed/Sealed Drawings	$1,250.00 per job

GameTime / Dominica Recreation Products
Quick Reference Guide
800-432-0162 www.playdrp.com

Clay County Board of Commissioners – Bid 2024 23/24-074

Surfacing Matrix – (all pricing includes installation, but no sub-base)

Poured Rubber

GT Aromatic – ½" Thick Wear Course – 50% Color – Aromatic Urethane

	1000+ sq. ft.
4' fall height (2" thick)	$25.00
5' fall height (2.5" thick)	$26.00
6' fall height (3" thick)	$27.00
8' fall height (3.5" thick)	$29.00

Add $1.75 per sq. ft. for 100% Color
Add $2.50 per sq. ft. for Aliphatic Binder

GT Turf

GT Turf – 60 oz. with infill

	1000+ sq. ft.
0' fall height	$25.00
4' fall height	$26.00
6' fall height	$27.00
8' fall height	$29.00

Engineered Wood Fiber

Regardless of truck size 1-100 cubic yards, freight is $1,500 per truck load
Each cubic yard of ADA & ASTM compliant Wood Fiber is $25.00

Wood Fiber Installation = $.60 per sq. ft.

Please call for more up to date quote, as Wood Fiber Freight cost does fluctuate monthly!

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 9, 2024

SUBMITTED BY: Andrea Candelaria, Village Manager's Office

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF 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)

SUGGESTED ACTION:

ATTACHMENTS:

Memo-Adaptation Plan
Reso-Adaptation Plan
Attachment A-Resolution 2023-39.docx.pdf
Attachment B- VPB & State.pdf
Attachment C- WSP Proposal for Additional AP .pdf

To: Honorable Mayor and Village Council

Date: December 9th, 2024

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner

Re: Resilience Action Plan Contract Change Order for Additional Scope of Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF 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)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change. On June 5th, 2023, the Village Council approved the Village Manager to enter contractual negotiations with WSP USA Environment & Infrastructure, Inc., (WSP) to create a Resilience Action Plan for the Village. Because the original contract with WSP was approved prior to the State Contract with the Village, the inclusion of the Adaptation Plan was not included in the scope of services for WSP. The addition of an Adaptation Plan will not change the overall cost to the Village because this plan was previously budgeted and partially funded by the State of Florida but will change the overall purchase order amount 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).

Because the Village desires not only fulfill the timeline of the Florida Department of Environmental Protection Resilient Florida Programming Planning Grant but also to produce the most efficient and effective process possible to benefit the community at large through these deliverables, Village Staff recommends approving the proposed resolution.

RECOMMENDATION:

Village Staff recommends the Mayor and Village Council approve the proposed resolution.

FISCAL IMPACT:

None. A total of $300,000 has been appropriated for this item, where the Village provides $100,000 and the State of Florida provides $200,000. Because of this, there will be no fiscal impact.

ATTACHMENTS:

A. Resolution 2023-39 Approving WSP Contract with the Village
B. State Agreement No. 23PLN85 with the Village of Palmetto Bay
C. WSP Proposal for Additional Scope of Services: Adaptation Plan

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF 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)*

WHEREAS, the Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change; and

WHEREAS, Resolution No. 2023-39 was passed and adopted on June 5, 2023, which approved the Village Manager to enter contractual negotiations with WSP USA Environment & Infrastructure, Inc., (WSP) to create a Resilience Action Plan for the Village; and

WHEREAS, the inclusion of an Adaptation Plan was not previously within the original scope of services within the approved contract; and

WHEREAS, the addition of an Adaptation Plan will not change the overall cost to the Village because this plan was previously budgeted and partially funded by the State of Florida, but will change the overall purchase order amount 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); and

WHEREAS, the Village desires to fulfill the timeline of the Florida Department of Environmental Protection Resilient Florida Programming Planning Grant but to also produce the most efficient and effective process possible in order to benefit the community at large through these deliverables.

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. That the Village Council hereby accepts and approves an additional allocation of twenty-six thousand three hundred dollars ($26,300) to include in the overall purchase order for WSP for the inclusion of an Adaptation Plan as an additional deliverable in the scope of services.

Section 3. That the Village Manager is hereby authorized to amend the existing contract with WSP by increasing the authorized contractual amount 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).

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 9th day of December 2024.

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 _____

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RESOLUTION NO. 2023-39

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT NOT EXCEEDING ONE-HUNDRED AND FIFTY THOUSAND ($150,000.00) DOLLARS FOR THE HIGHEST RANKED BIDDER TO PROVIDE A RESILIENCE ACTION PLAN; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT FOR THESE SERVICES FOR THE STATED AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE (*Sponsored by Administration*)

WHEREAS, the Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change; and

WHEREAS, the Village received funding from the State of Florida's Department of Environmental Protection's (DEP) Resilient Florida Program to create a Resilience Action Plan and Vulnerability Assessment; and

WHEREAS, the Village recognizes the need to improve the environmental well-being of its residents through sustainable and resiliency planning; and

WHEREAS, the Village issued a Request for Qualifications (RFQ) as RFQ#2023-00-004 that was issued on April 5th, 2023 and closed on Wednesday May 3rd, 2023; and

WHEREAS, the Village received proposals from Stantec Consulting Services, Inc., (SCS) and WSP USA Environment & Infrastructure, Inc., (WSP); and

WHEREAS, the Village established a Bid Evaluation Committee that met on May 9th, 2023 and evaluated the two (2) proposals received; and

WHEREAS, the Village Manager seeks approval from Council to negotiate and execute a contract based on of the recommendation by the Bid Evaluation Committee not to exceed one-hundred and fifty

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thousand ($150,000.00) dollars.

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

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

Section 2: The following firm is selected to provide a Resilience Action Plan for the Village of Palmetto Bay: WSP USA Environment & Infrastructure, Inc. (WSP).

Section 3: The Village Manager is authorized to negotiate and execute a contract not to exceed $150,000.00 with WSP USA Environment & Infrastructure, Inc., to create a Resilience Action Plan for the Village in accordance with its dedication to the environmental well-being of the community.

Section 4: Should the negotiation fail, the Village Manager is authorized to negotiate and execute a contract with the second ranked bidder, Stantec Consulting Services, Inc.

Section 5: The Resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 5th day of June 2023.

Attest:

DocuSigned by:
Missy Arocha
6A[illegible]E58C4[illegible]...

Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
[illegible]...

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
John C. Dellagloria, Esq.
[illegible]...

John C. Dellagloria
Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	ABSENT
Council Member Steve Cody	YES
Council Member Marsha Matson	YES
Vice-Mayor Leanne Tellam	ABSENT
Mayor Karyn Cunningham	YES

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Village of Palmetto Bay Comprehensive Vulnerability Assessment**
Agreement Number: **23PLN85**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Village of Palmetto Bay**
Entity Type: **Local Government**
Grantee Address: **9705 E Hibiscus Street, Palmetto Bay, FL 33157**
FEID: **05-0541068** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Miami-Dade County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the Village of Palmetto Bay.**

5. Total Amount of Funding: **$ 200,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 22-23 GAA Line Item #1776**	$ **200,000.00**
☐ State ☐Federal		$
☒ Grantee Match		$ **100,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **300,000.00**

6. Department's Grant Manager
Name: **Andrea Pelton** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-2186**
Email: **Andrea.Pelton@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Andrea Candelaria** or successor
Address: **Village of Palmetto Bay**
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Phone: **305-259-1238**
Email: **acandelaria@palmettobay-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Village of Palmetto Bay **GRANTEE**

By _____ 10/3/23
(Authorized Signature) Date Signed

Nicholas Marano, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Alex Reed 10/18/2023
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Andrea Pelton

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN85

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Village of Palmetto Bay Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 33.33% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $100,000 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2022, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN85

ATTACHMENT 3

PROJECT TITLE: Village of Palmetto Bay Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Village of Palmetto Bay within Miami-Dade County, Florida.

PROJECT DESCRIPTION:
The Village of Palmetto Bay (Grantee) will complete the Village of Palmetto Bay Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach..

Deliverables: The Grantee will provide the following:
- **1.1**: Meeting agenda to include location, date, and time of meeting;
- **1.2**: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3**: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4**: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:
- **2.1**: Meeting agendas to include location, date, and time of meeting;
- **2.2**: Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3**: A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;

- **2.4**: a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5**: A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, Florida Statutes (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:
- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:
- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity

on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- 7.1: A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **7.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **7.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and

- **7.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **8.4:** A signed VA Compliance Checklist Certification.

Task 9: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **9.1:** Meeting agendas to include location, date, and time of meeting;
- **9.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **9.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **9.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **9.5**: A summary report including attendee input and meeting outcomes.

Task 10: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the

proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

Task 11: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Department's Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: The Grantee will submit: A draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

- **11.1:** Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
- **11.2:** Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
- **11.3:** Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
- **11.4:** A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
- **11.5:** A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
- **11.6:** Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion

has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. The Department of Commerce will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$1,333.00	$666.00	$1,999.00	7/1/2022	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	$6,666.00	$3,330.00	$9,996.00	7/1/2022	3/31/2025
3	Acquire Background Data	Contractual Services	$6,667.00	$3,332.00	$9,999.00	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	$30,000.00	$15,000.00	$45,000.00	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	$30,000.00	$15,000.00	$45,000.00	7/1/2022	3/31/2025
6	Public Outreach Meeting #2	Contractual Services	$6,667.00	$3,333.00	$10,000.00	7/1/2022	3/31/2025
7	Identify Focus Areas	Contractual Services	$6,666.00	$3,333.00	$9,999.00	7/1/2022	3/31/2025
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$32,000.00	$16,000.00	$48,000.00	7/1/2022	3/31/2025
9	Public Presentation	Contractual Services	$13,334.00	$6,666.00	$20,000.00	7/1/2022	3/31/2025
10	Adaptation Plan	Contractual Services	$51,667.00	$30,340.00	$82,007.00	7/1/2022	3/31/2025
11	Peril of Flood Compliance	Contractual Services	$15,000.00	$3,000.00	$18,000.00	7/1/2022	3/31/2025
		Total:	**$200,000.00**	**$100,000.00**	**$300,000.00**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	$200,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$200,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN85

VILLAGE OF PALMETTO BAY COMPREHENSIVE VULNERABILITY ASSESSMENT

Village of Palmetto Bay

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN85

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

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

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN85

Project Title: Village of Palmetto Bay Comprehensive Vulnerability Assessment

Grantee: Village of Palmetto Bay

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN85

Project Title: Village of Palmetto Bay Comprehensive Vulnerability Assessment

Grantee: Village of Palmetto Bay

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	◧	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Village of Palmetto Bay is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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

Printed Name:

Title:

Signature: Date:

Qualifications to provide a Resilience Action Plan

Village of Palmetto Bay – Adaptation Plan

November 21, 2024

Submitted by:
WSP USA Environment and Infrastructure Inc.
David Stroud
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703
919-325-6497

November 21, 2024

Ms. Andrea Candelaria
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

RE: Village of Palmetto Bay – Adaptation Plan

Dear Ms. Candelaria,

WSP USA Environment & Infrastructure, Inc. (WSP), is pleased to submit the enclosed response to provide an Adaptation Plan for Palmetto Bay. WSP is committed to supporting communities in planning for future challenges and building local resilience. Our team recognizes the importance of this effort to protect the safety of Village residents and businesses and support the continued careful growth and development of Palmetto Bay.

WSP is a trusted partner to a wide range of clients, providing environmental services, civil and geotechnical engineering, infrastructure design and management, water resources services, and hazard mitigation planning services to create a resilient and sustainable future for clients across the United States. We understand and are fully qualified to provide the requested scope of work, which includes the following deliverables and services: identification of focus areas, assessment of the Village's adaptive capacity and adaptation needs, and identification of adaptation strategies to support resilience.

Our team combines experts in hazard mitigation and resilience planning, comprehensive and land use planning, environmental engineering, and Geographic Information Systems (GIS). We have over 20 years of experience developing qualitative, quantitative, and spatial hazard vulnerability assessments that meet state and federal requirements. Our team members collaborate regularly, and our shared expertise and experience will benefit the Village of Palmetto Bay in developing an Adaptation Plan that meets the planning requirements of the Resilient Florida Program, Florida Statute 380.093, Florida Statute 163.3178, and the Village's community goals.

Mr. Stroud, supported by two of our key staff members for this project, has guided the Village in the development of the Resilience Action Plan and the CRS program improvements. Mr. Stroud will serve as your point-of-contact and is authorized to make representations for WSP regarding this project. He can be contacted as follows:

Mr. David Stroud, CFM
Assistant Vice President Hazard Mitigation Lead
4021 Stirrup Creek Drive, Suite 100
Durham, NC 27703
Tel: (919) 325 6497
Email: david.stroud@wsp.com

Our team's resilience planning expertise and our recent and ongoing experience with the Village of Palmetto Bay make us uniquely qualified and prepared to support the Village. We appreciate the opportunity to submit our qualifications.

Sincerely,

Amy Crowley, P.E., PMP, CFM
Vice President, Service Line Lead
Mitigation Lead

David Stroud, CFM
Assistant Vice President, Hazard

PROJECT APPROACH

WSP understands that the Village of Palmetto Bay seeks an Adaptation Plan that is consistent with the State of Florida's Adaptation Planning Guidebook and identifies actionable steps to build local resilience. Building off results from the Resilience Action Plan, this plan will assess the Village's adaptative capacities, identify opportunities for plan integration, identify the Village's adaptation needs and focus areas, and develop and prioritize adaptation strategies. The Adaptation Plan will serve as a guide for strategic decision-making to build the Village's long-term resilience.

DETAILED SCOPE OF WORK

ADAPTATION PLAN DEVELOPMENT

COMMUNITY RESILIENCE GOALS & OBJECTIVES

The goals and objectives will set the shared definition for what resilience means for Palmetto Bay and how, in broad terms, a resilient future will be achieved. This shared definition will guide the development of specific strategies and ensure each strategy is firmly rooted in Palmetto Bay's overall vision for resilience and community development. Involvement of the Steering Committee, public, and stakeholders in the development of the goals ensures buy-in and public support for the plan's implementation.

ASSESS ADAPATIVE CAPACITY & PLAN INTEGRATION

WSP will support Palmetto Bay in developing realistic, achievable, effective strategies for building resilience. To accomplish this, WSP will review the Village's existing capabilities to implement projects, as defined in the Florida Adaptation Planning Guidebook. Another essential element of resilience is the degree of integration of existing plans. Palmetto Bay undertakes planning activities across its many departments and over varying timelines – it is important to understand if and how these plans reinforce shared goals and support resilience, or whether certain planning efforts contradict or counteract resilience objectives. WSP will conduct a thorough review of the Village's comprehensive plan, other relevant plans, to understand needs and opportunities for integration and updates. This effort will inform the creation of resilience strategies.

IDENTIFY ADAPTION NEEDS AND FOCUS AREAS

WSP will work with the steering committee and the public to identify the primary adaptation needs and where to focus these priorities. This step will build on the results of the Resilience Action Plan as well as the plan goals. Discussing adaptation priorities will help the community identify what are the biggest challenges, what is feasible and where projects should be implemented. Focus areas help the community designate areas to start the adaption process and narrow the focus of particular areas of the Village.

IDENTIFY ADAPTATION STRATEGIES

WSP will employ the following process, informed by the U.S. Climate Resilience Toolkit and the Florida Adaptation Planning Guidebook to facilitate the development of resilience strategies:

Brainstorm: WSP will lead the Steering Committee through a brainstorming session to consider the plan goals and objectives as well as the vulnerability assessment findings to identify, through a collaborative effort, specific ways to increase resilience. Using the findings from the vulnerability assessments and

public/stakeholder input, WSP will guide the Steering Committee in developing an adaptation action plan including suggested capital improvement projects (CIP), projects that complement existing efforts and support plan integration, strategies that support the plan goals, and other potential resilience strategies. This step will result in a full list of strategies to be considered for implementation.

Define Criteria: For each strategy, the Steering Committee will define an implementation timeline, identify the resources needed for implementation, assign responsibility for the project, identify potential funding sources, conduct a qualitative benefit cost analysis, and establish criteria for monitoring progress towards completion.

Prioritize: WSP will provide a proposed set of criteria for project evaluation and prioritization and will work with the Steering Committee to modify these criteria according to the specific goals for the plan to develop a Resilience Scorecard. With the Resilience Scorecard, WSP will lead the Steering Committee in evaluating and scoring each of the identified strategies, including a qualitative cost-benefit analysis. This Resilience Scorecard will remain a valuable tool to the Village for carrying resiliency priorities forward in evaluating future planning efforts and CIP projects.

ACTION PLAN

The detailed list of tasks provided below outlines the steps required to accomplish this scope of work and produce an Adaptation Plan that is compliant with Florida Statue 380.093 and provide all deliverables required by the Resilient Florida Grant Program or otherwise requested by the Village. All of these tasks will be included in final deliverable an Adaptation Action report.

TASK 1 – ASSESS ADAPTIVE CAPACITIES

1. WSP will review existing plans, policies, staff, funding opportunities, and more to understand capability to implement adaptation projects and opportunities for plan integration for Palmetto Bay.

***Deliverables*:**

- ✓ Adaptive Capacity and Plan Integration section of the Adaptation Action report

TASK 2 – IDENTIFY ADAPTATION NEEDS AND FOCUS AREAS

1. WSP compile feedback from the steering committee and the public to help identify resilience priorities and focus areas.
2. WSP will work with the GIS team to provide maps of the identified focus areas and tables with the critical assets within each area.
3. WSP will include in the report a summary of the identified areas, justification for each, a table with critical assets within the focus area, a map of each area and the assets within the geographic extent

Deliverables (RFQ Deliverable 4):

- ✓ Adaptation Focus Areas section of the Adaptation Action report
- ✓ GIS files of the geographic boundaries of the identified focus areas

TASK 3 – IDENTIFIY ADAPTATION STRATEGIES

1. WSP will compile feedback and input from the Steering Committee and public and use the adaptive capacity assessment to develop detailed adaptation strategies that align with the Village's priorities and goals.
2. WSP will provide a proposed set of criteria for project evaluation and prioritization and will work with the Steering Committee to modify these criteria according to the specific goals for the plan to develop a Resilience Scorecard.

3. WSP will prepare a draft of the Adaptation Plan report for Steering Committee and public comment. The report will be posted on the project website and otherwise made available for public review and comment.

Deliverables (RFQ Deliverable 4):

- ✓ Adaptation action plan including qualitative cost-benefit analysis for proposed strategies
- ✓ Resilience scorecard to help prioritize strategies
- ✓ Adaptation Strategies section of the Adaptation Action report
- ✓ Final Adaptation Plan repot.

PROJECT TEAM

WSP believes that project success hinges on the qualifications of the project team. Our team consists of professionals with extensive expertise and abilities who are highly capable of meeting the project requirements and driven to provide Palmetto Bay with a useful Adaptation Plan. We are confident that our team of professionals can provide the required expertise for all services requested in the RFQ. The key staff proposed to work on the Village of Palmetto Bay Adaptation Plan have demonstrated success working together and are well-tuned with each other's skills and work styles.

The WSP team responding to this RFQ specializes in resilience planning and comprehensive planning including flood risk and vulnerability analyses, loss estimation modeling using HAZUS-MH software, hazard mitigation planning and emergency management, the FEMA CRS Program, data collection and Geographic Information Systems (GIS), and community outreach including stakeholder coordination and meeting facilitation. Our repeat clients speak to our commitment to quality deliverables and strong client relationships. We have established a track record of providing our clients with effective and uniquely adapted services and products within budget and on schedule.

The staffing diagram below indicates the key staff proposed for this project.



KEY STAFF BIOS AND ROLES

Summary of key team members bios and roles are provided below. Full resumes are included under Tab 5 Qualifications of Key Personnel.

David Stroud, CFM – Project Manager

Mr. Stroud has 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 Addendum and will join the upcoming committee developing the 2023 manual. 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.

Mr. Stroud will serve as the Project Manager and team lead for this planning project.

Cindy Popplewell, PE, CFM – QA/QC Manager

Ms. Cindy Popplewell is an Associate in WSP's Hazard Mitigation and Emergency Management Program and has over 26 years of water resources engineering experience with a current focus on hazard mitigation and emergency management. Ms. Popplewell has served as project manager and senior planner on several Disaster Mitigation Act (DMA) mitigation plans for both State and local communities and is experienced in leading disaster recovery efforts including FIMA grant application preparation, benefit-cost analysis, and residential and stormwater infrastructure damage assessments. Additional project work has included floodplain management, hydrologic and hydraulic modeling and FIRM development; NFIP/Community Rating System compliance; and municipal stormwater permitting, utility development and billing.

Ms. Popplewell will provide Quality Assurance and Quality Control reviews for all project deliverables.

Lee Walton, AICP – Comprehensive Planning Lead

Mr. Walton, a Certified Planner with a background in architectural design, has over 24 years of experience providing guidance and project leadership to local governments and affiliated agencies. His responsibilities include project management, planning, environmental assessment and design for projects of public and private sector clients. He also manages the planning group within the WSP Atlanta office, and is responsible for strategic planning, marketing, performance reporting and interdisciplinary coordination. His key areas of technical specialty include comprehensive planning, master planning, redevelopment planning, recreation planning, hazard mitigation planning, economic development, industrial planning, transportation planning, grant writing/administration, urban design, facility planning, architecture and all aspects of public involvement. In conjunction with dozens of projects in recent years, he has planned, organized and facilitated hundreds of public and stakeholder involvement efforts of all types, including charrettes, open house presentations, visual preference surveying, focus group meetings and individual interviews. He uses Web-based technology and audience response system tools to augment public and stakeholder involvement activities.

Mr. Walton will oversee the comprehensive planning services and deliverables and public engagement efforts.

Garrett Shields, GISP, CFM – GIS Lead

Mr. Shields is a GIS Professional with over 11 years of experience. His experience includes advanced spatial analysis using GIS software, data management, floodplain mapping, Database development, natural hazard risk assessment and automated tool development. He has extensive training and experience with the ESRI suite of software including ArcGIS Desktop (8.x, 9.x, and 10.x), ArcServer, ArcSDE, ArcGIS Online and ArcGIS Mobile as well as experience with SQL Server and Oracle database management systems. Mr. Shields has assisted in the production and maintenance of numerous GIS datasets, spanning the entire State of North Carolina. Nationally, Mr. Shields has performed floodplain mapping, DFIRM/FIS development and risk assessment tasks in support of FEMA's Risk MAP program in Oklahoma, Texas, Arkansas, Florida, Pennsylvania and New Mexico.

Mr. Shields will advise and oversee data collection and GIS analysis and mapping.

Nicole Cortez – Environmental Science Lead

Ms. Cortez is an environmental scientist and the Resiliency Coordinator for the South Florida Water Management District (SFWMD or District). She leads resilience monitoring activities tracking and documenting trends in observed water, climate, and ecosystem data, including technical analyses and interpretation, resilience metrics workgroup coordination, and facilitating IT automation, to support the assessment of current and future climate condition scenarios, operational decisions, and resiliency priorities. Ms. Cortez specializes in communicating scientific findings through agency reports, engaging online platforms, and presentations. She has developed and continues to update annual characterization of disadvantaged communities used to rank resiliency projects. Ms. Cortez assists in developing programmatic practices and procedures to establish an effective program that addresses critical environmental issues in water management and ensures regional resilience.

Ms. Cortez will advise data collection and support the resilience planning and vulnerability assessment process.

Abby Moore, AICP, CFM – Resilience Planning Lead

Ms. Moore is a Certified Planner with expertise in mitigation, hazard risk assessment, floodplain management, climate change adaptation and resilience, project management, and community planning and development. Ms. Moore holds a Master's in City and Regional Planning specializing in Land Use & Environmental planning and natural hazards resilience and disaster recovery. Ms. Moore has working knowledge of the requirements of the Disaster Mitigation Act (DMA), the National Flood Insurance Program (NFIP), and the NFIP's Community Rating System (CRS). Ms. Moore is skilled in research, data collection and analysis, GIS, 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 throughout FEMA Regions 3, 4, 6, 7, 8, and 9.

Ms. Moore will oversee the resilience planning and vulnerability assessment and support the comprehensive planning and public engagement process.

Ranger Ruffins – Resilience Planner

Ms. Ruffins is a hazard mitigation and resiliency planner with three years of experience in hazard mitigation planning, floodplain management planning, resilience planning, and the CRS program. Ms. Ruffins recently earned her Master's in City and Regional Planning at the University of North Carolina at Chapel Hill where she specialized in Land Use and Environmental Planning with a focus on hazard mitigation and resilience planning. Her research centered on challenges and drivers of inequity in resilience planning and how to identify opportunities for equitable resilience strategies. In her time with WSP, Ms. Ruffins has worked on numerous hazard mitigation plans and developed a strong working knowledge of the DMA requirements, as well as the NFIP and its associated CRS program. Ms. Ruffins is skilled in GIS, data collection and research, and community engagement and meeting facilitation.

Ms. Ruffins will support the resilience planning and development of the vulnerability assessment.

Meagan Matechak, ENV SP – Community Planner

Meagan Silas Matechak is a planner and sustainability professional with over 8 years of experience working with public and private sector clients. Her resilience work includes urban and coastal flooding evaluations and mitigation, green infrastructure design, and environmental hazard studies. In addition to her planning experience, she has a civil and environmental engineering background. She has developed projects in commercial, residential, and municipal planning and design, giving her a variety of different types of project experience and extensive experience with AutoCAD, GIS, and StoryMaps, to analyze and portray proposed elements of project designs. Key specialty areas include site planning and design, redevelopment planning, stormwater management, green infrastructure design, recreation planning, urban design, zoning, and resilience and sustainability planning. She has experience organizing public and stakeholder involvement, including surveying, interviews, and open-house presentations.

Ms. Matechak will support the comprehensive planning and public engagement processes.

TASK MANAGEMENT

Our team has been successful in handling multiple projects simultaneously by balancing project milestones and deadlines so that each project underway is equally and adequately addressed. WSP has a strong bench with expertise in a variety of resilience and comprehensive planning projects. Our team coordinates regularly through daily informal check-ins as well as multiple recurring weekly meetings to discuss workload and scheduling, project demands and deliverables, and project data and resource needs.

We pride ourselves in providing outstanding service and ensuring our clients' needs are met, which includes always delivering our projects on time and within budget. Our references can indicate that our performance in delivering projects on time and within budget is common in all our deliverables.

PROJECT COST

The total lump sum for the proposed project cost is $26,300.

Task	Cost
Adaptation Plan	$26,300
Total:	**$26,300**

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 9, 2024

SUBMITTED BY: Fanny Carmona, Parks and Recreation

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 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)

SUGGESTED ACTION:

ATTACHMENTS:
Memo-Turf Tank purchase.doc
Reso- Purchase of Turf Tank.doc
Plant City Proposal_Turf_Tank__Purchasepdf.pdf
[FL] Palmetto Bay Parks and Recreation - Pro Outright.pdf

PlantCityFL Custom PO_1VC - 22001622_N.pdf

To: Honorable Mayor and Village Council

Date: December 9, 2024

From: Nick Marano, Village Manager

Re: Contract for Purchase of Turf Tank Robotic Field Marker

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 Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

In order to accommodate the many youth sports leagues and high school competitions and on a weekly basis, the Department of Parks and Recreation layouts and paints various athletic fields, all of which are extremely labor intensive. Upon witnessing a demonstration of a robotic field marking system as proffered by Turf Tank, it became obvious that purchase and use of such a system would allow for valuable maintenance manhours to be assigned elsewhere. It is therefore the recommendation of the Department of Parks and Recreation that the Turf Tank, Model Turf Tank Two Pro, be procured via a piggybacking contract from Plant City, Florida, at a cost of fifty-six thousand five hundred dollars and zero cents ($56,500), with funding from the FY 2024-2025 Capital Projects budget.

FISCAL IMPACT:
As per approved FY 24' – 25' Capital Projects Budget.

Attachment (2):

A. Turf Tank Proposal / Piggybacking Contract from Plant City, Florida
B. Turf Tank Purchase Proposal

RESOLUTION NO. 2024-_____

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 Fanny Carmona, Parks & Recreation Director)*

WHEREAS, the Parks and Recreation Department, on weekly basis, layouts and paints various athletic fields to accommodate the many youth sports leagues and high school competitions; and

WHEREAS, such tasks are labor intensive requiring many man-hours to complete; and

WHEREAS, use of an automated system such as a robotic field marker would be invaluable in saving many manhours to be assigned to other maintenance tasks; and

WHEREAS, upon witnessing a demonstration of the Turf Tank robotic field marker in lining a soccer field at Coral Reef Park, it is the recommendation of the Parks and Recreation Department that such a purchase be authorized, and may be accommodated by piggybacking the pricing from Plant City, Florida; and

WHEREAS, funding for this purchase has been allocated as a part of the 2024-2025 Capital Projects Budget; and

WHEREAS, the Mayor and Council may authorize the Village Manager to enter into agreement for the purchase of the specified Turf Tank robotic field marker from Turf Tank for defined use in Village parks.

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

Section 1. The Village Manager is hereby authorized to enter into agreement with Turf Tank for the purchase of one (1) Turf Tank, Model Turf Tank Two Pro, including a Customer Care Plan.

Section 2. The Village Manager is hereby authorized to approve an expenditure of funds for this purchase not to exceed fifty-six thousand five hundred dollars and zero cents ($56,500).

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

PASSED and **ADOPTED** this ___ day of ____, 2024.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

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

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Docusign Envelope ID: E300AD4F-52AE-427A-B876-8FFA53D6B68A

TURF TANK®
WWW.TURFTANK.COM

OUTRIGHT PURCHASE FORM

[City of Plant City]
[PO Box C]
[Plant City, FL ,33564]

Effective Date: ___May 5, 2022__

Turf Tank
3330 Cobb Parkway NW, Suite 324-380
Acworth, GA 30101

RE: Purchase of __Turf Tank ONE PRO - Outright Purchase___

This purchase letter of intent (the "Letter of Intent") represents the basic terms agreed upon by the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Buyer: _City of Plant City (the "Buyer").

II. The Seller: __Turf Tank_____ (the "Seller").

III. The Product: The Buyer intends to purchase the following:

☒ **Product**: _Turf Tank ONE PRO Robot (the "Product").

The Buyer intends to purchase __1__ unit(s) of the Product at _$56,500_ per unit. The Buyer will have 1 year of support and warranty. After year 1, the buyer will be invoiced and owe $4,999/year to continue their support and warranty coverage. This will go through 6 years.

IV. Purchase Price: The subtotal for the Product is ___$56,500_____

V. Payment: The Purchase Price shall be paid in the following manner: **Reference PO 2200162**

☐ Cash
☐ Check (No. _____)
☐ Credit (Card Information: _____)
☐ Other: _ _____

Docusign Envelope ID: E300AD4F-52AE-427A-B876-8FFA53D6B68A

VIII. Currency: All mentions of money or the usage of the "$" icon shall be known as referring to the US Dollar.

X. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this order form

SELLER

Seller's Signature _____ Date _____

Print Name __Ryan Stubbe_____

BUYER

Buyer's Signature _____ Date _____

Print Name _____

Docusign Envelope ID: E300AD4F-52AE-427A-B876-8FFA53D6B68A

TURF TANK®

[FL] City of Plant City - Pro Outright

Quote created on February 8, 2022 - Reference: 20220208-110840376

[FL] City of Plant City
302 W Reynolds St
Plant City, FL 33563
United States

Comments

Shipping Address:
Fleet Maintenance Department 2299
Jim Johnson Rd STE 2
Plant City Florida 33566

Colten Steele - Regional Territory Manager - FL at Turf Tank

Products & Services

US - Turf Tank Customer Care Plan - Pro Package

1 x $4,999.00 / year

Includes:

- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty: Full (Includes Consumables)
- Continuous Software Improvements
- $3,000 Allotment of Paint (White)

US - Turf Tank Outright Purchase - Pro Package

1 x $55,000.00

Includes:

- GPS Paint Robot + GPS Package
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation
- Standard Geometry Package
- Extended Geometry Package
- Paint: $3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- Paint System Spray Kit
- (1) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers

Docusign Envelope ID: E300AD4F-52AE-427A-B876-8FFA53D6B68A

- Customized Robot Wrapping
- (2) Maintenance Visits/Per Year
- Courtesy Robot (If necessary)

US - Turf Tank Pro Package - Upfront Implementation Cost 1 x $1,500.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Recurring subtotal	$4,999.00 / year
One-time subtotal	$56,500.00
Customer Care Plan included in Year 1.	$4,999.00
Total	**$56,500.00**

This quote expires on May 9, 2022.

Questions? Contact me

Colten Steele
Regional Territory Manager - FL
colten.steele@turftank.com
+1 (217) 710-5382

Turf Tank
3330 Cobb Parkway NW, Suite 324-380
Acworth, GA 30101
United States

[FL] Palmetto Bay Parks and Recreation - Pro Outright

[FL] Palmetto Bay Parks and Recreation
9705 East Hibiscus Street
Palmetto Bay, FL 33157
United States

Reference: 20240614-103125618
Quote created: June 14, 2024
Quote expires: November 29, 2024
Quote created by: Nelson Rumsey
Regional Territory Manager - South Florida
nelson.rumsey@turftank.com

Fanny Carmona
Director
fcarmona@palmettobay-fl.gov
305-259-1234

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Two Pro Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources		1	$1,500.00	$0.00 after 100% discount

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Two Pro Package - Outright Purchase Includes: - GPS Paint Robot + GPS Package (Includes Android Tablet) - Continuous Software Improvements - Free Form Text Creation - Customized Logo Creation - Standard Geometry Package - Extended Geometry Package - Paint: $3,000 Allotment of Paint (White) - (2) Robot Batteries - Customer Support: 24/7 Monday-Sunday - Hardware Warranty: Pro (See warranty document) - Paint System Service Kit: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.) - (2) 5.5 Gallon Paint Container for Robot - (2) 2.5 Gallon Empty Paint Containers - Customized Robot Wrapping - (2) Maintenance & Training Visits/Per Year - Courtesy Robot (If necessary)		1	$56,500.00	$56,500.00
US - Turf Tank Two Pro Package - Customer Care Plan Includes: - Customer Support: 24/7 Monday-Sunday - Hardware Warranty: Pro (See warranty document) - Continuous Software Improvements - $3,000 Allotment of Paint (White)		1	$4,999.00 / year	$4,999.00 / year

Annual subtotal	$4,999.00
One-time subtotal	$56,500.00 after $1,500.00 discount
CCP covered first year	($4,999.00)
Total	**$56,500.00**

Purchase terms & Comments

Invoice	**Invoice Details**
Implementation Fee Invoice & First Invoice	**Implementation Fee & Subscription or Purchase Invoice** will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com.
Renewal Invoices	**Subscription Renewal Invoices** will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

***Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

SUBSCRIPTION WARRANTY

TURF TANK®

COMPONENT LIST			
Package Type	**Basic**	**Plus**	**Pro**
Robot Type	***ONE / TWO / LITE***	***ONE / TWO***	***ONE / TWO***
Rover	● 6 years	● 6 years	● 6 years
Base Station	● 6 years	● 6 years	● 6 years
Control Unit	● 6 years	● 6 years	● 6 years
Harness	● 6 years	● 6 years	● 6 years
Robot Chassis	● 6 years	● 6 years	● 6 years
Rear Wheel Mount Complete	● 1 year	● 6 years	● 6 years
Battery Holder	● 1 year	● 6 years	● 6 years
GNSS Antenna	● 1 year	● 6 years	● 6 years
Actuator	● 1 year	● 6 years	● 6 years
Hub Motor Set	● 1 year	● 6 years	● 6 years
Shell	● 1 year	● 1 year	● 6 years
Rack and Pinion Holder Complete	● 1 year	● 1 year	● 6 years
Control Panel	● 1 year	● 1 year	● 6 years
Disc Lift Assembly	● 1 year	● 1 year	● 6 years
Robot Battery Charger	● 1 year	● 1 year	● 6 years
Front Bumper Complete	● 1 year	● 1 year	● 6 years
Rear Bumper Complete	● 1 year	● 1 year	● 6 years
Robot Battery	● 1 year	● 1 year	● 6 years
Tablet	● 1 year	● 1 year	● 3 years
Wear & Tear Parts	30 days	60 days	90 days
Discount on Parts	**0%**	**20%**	**40%**
SERVICE DETAILS			
Call/Text Support	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST	24/7
On-Site Visits	$75/hr minimum charge of 3 hours Within 7 days of Request	$75/hr minimum charge of 3 hours Within 7 days of Request	2x visits per year
Virtual Help Center	24/7	24/7	24/7
Pre-Booked 1 on 1 Robot Expert	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST
Service Kit	✕	✕	Included 1x per year
Courtesy Unit	Not Eligible	$750 30 days max.	Free Shipping within 24 hours

- **Standard Ground Shipping:** Covered by Turf Tank on warranty parts.
- **Overnight/Express Shipping:** Covered by customers at cost.
- **Service Kit:** Includes 1x Solenoid, 1x Suction Rod Assembly, 1x Tubing Set, 1x Pump.
- Warranty components need returned within **14 days** otherwise they will be invoiced.
- Warranty does not cover **labor cost**.
- Use of **non-approved paint** will void warranty on paint system: Pump, Suction Rod assembly, Solenoid, Tubing.
- **Custom Modifications** of Turf Tank robot will void warranty.
- Above Warranty does not cover **breakdowns and general repairs** directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.
- All parts not mentioned on the list above is considered **Wear & Tear**.

Signature

Signature

Date

Printed name

Questions? Contact me

Nelson Rumsey
Regional Territory Manager - South Florida
nelson.rumsey@turftank.com

Turf Tank
1110 Allgood Industrial Ct
Marietta, GA 30066
United States

CITY OF PLANT CITY
302 W REYNOLDS ST
PLANT CITY, FL 33563-3216

PURCHASE ORDER

Fiscal Year 2022

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number	**22001622**
Purchase Order Date	**05/05/2022**
Department	**Motor Garage**
Payment Terms	**30 Days**

Bill To AP
CITY OF PLANT CITY
ACCOUNTS PAYABLE DIVISION
P.O. BOX C
PLANT CITY, FL 33564

Ship To MG
City of Plant City
Motor Garage
2299 Jim Johnson Rd Suite 2
Plant City, FL 33566

Vendor 3342
INTELLIGENT MARKING USA INC
DBA TURF TANK
3330 COBB PARKWAY NW
SUITE 324-380
ACWORTH, GA 30101-8320

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
877-396-4094	RACHEL.LINDSEY@TURFTANK.COM	3342	24788	

NOTES

22A Budget Parks-Automated Field Paint sprayer

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	22A Budget Quote Reference: 20220208-110840376 Unit 5146	1.0000	EACH	$56,500.0000	$56,500.00

The City of Plant City's "Standard Terms and Conditions for Purchase Orders" are made a part of, and incorporated into, this Purchase Order by this reference. They can be viewed at www.plantcitygov.com/procurement. Any performance by Vendor pursuant to this Purchase Order constitutes Vendor's acknowledgment that Vendor has read and agreed to the referenced Standard Terms and Conditions

Approver Name: Bill Mcdl **Approval Date:** 05/03/2022

Robert Rosenstein
Procurement Manager

Total Ext. Price	$56,500.00
Purchase Order Total	**$56,500.00**

VENDOR COPY

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Andrea Candelaria, Village Manager's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	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)*
SUGGESTED ACTION:	

ATTACHMENTS:

Shores Art AIPP Memo.doc
AIPP-Shores Art-RESO.doc
Attachment A- AIPP-24-004 Shores App.pdf

To: Honorable Mayor and Village Council Date: December 9th, 2024

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner Re: Shores Development AIPP Art Pieces

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)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay values Art-in-Public Places (AIPP) and continuously seeks opportunities for public art. At the new Shores Development, the property owner, Shores at Palmetto Bay LLC, has chosen artist, Thomas Moor, to a design ten (10) spherical paintings located on the sidewalk of the western-facing building called "Ten Oranges for Palmetto Bay" and one (1) mural on the western-facing façade of the project called "Mangrove Sunrise Split". The proposed art pieces seek to serve as a bridging notion of generational gaps in art appreciation and celebrating South Florida's natural richness in a unique way.

The Owner is required to provide all maintenance necessary to preserve and maintain the artwork in good condition through a covenant that shall run with the land for a minimum of twenty-five (25) years.

The Art-in-Public Places Board unanimously approved these murals for Council approval at the November 14th, 2024, AIPP Meeting. The Art-in-Public Places Board recommends the Village Council to approve the proposed art pieces at the Shores Development.

RECOMMENDATION:

The Art-in-Public Places Advisory Board and Staff Administration recommend the Mayor and Village Council approve the proposed art pieces.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. The Shores Development Art-in-Public Places Public Art Application (AIPP-24-004)

RESOLUTION NO. 2024-_____

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)*

WHEREAS, the Village of Palmetto Bay values Art-in-Public Places (AIPP) and continuously seeks opportunities for public art; and

WHEREAS, the Village's Art-in-Public Places Advisory Board responsibilities include the approval and placement of public art within the community; and

WHEREAS, the property owner, Shores at Palmetto Bay LLC, has chosen artist, Thomas Moor, to a design ten (10) spherical paintings located on the sidewalk of the western-facing building called "Ten Oranges for Palmetto Bay" and one (1) mural on the western-facing façade of the project called "Mangrove Sunrise Split"; and

WHEREAS, the proposed art pieces seek to serve as a bridging notion of generational gaps in art appreciation and celebrating South Florida's natural richness in a unique way; and

WHEREAS, the Owner is required to provide all maintenance necessary to preserve and maintain the artwork in good condition

through a covenant that shall run with the land for a minimum of twenty-five (25) years; and

WHEREAS, on November 14th, 2024, the Art-in-Public Places Board unanimously voted in favor of the art and recommended it to be approved by the Village Council.

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 hereby approves the proposed artwork.

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

PASSED and **ADOPTED** this 9th day of December 2024.

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 _____

AIPP-24-004

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Building & Zoning Department
By: ATC

Department of Community & Economic Development

Art-in-Public Places Program | Application for New Art

Purpose

Pursuant to Division 30-160 of the Village Code of Ordinances, the purpose of the Village of Palmetto Bay Art in Public Places (AIPP) Program is to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals.

Application for New Art

All applications requesting the installation of art on private property shall be accompanied by a site plan showing the lot and building dimensions and showing the proposed location of artwork, scaled drawing, colored drawing, color photograph of the proposed location, maintenance scheduled, landscaping, site preparation if applicable and a final notarized copy of the construction bid contract.

Art in Public Places Application Form

Section 30-160 describes the intent and purpose of the Village of Palmetto Bay's Art in Public Places Program. The requirements of said Code apply to the following types of projects. Please check the type that describes your project:

- [x] New Commercial and or Mix-Use development with a project valuation of $250,000 dollars or more
- [ ] Remodeling, repairs or the reconstruction of commercial buildings with a project evaluation of $250,000 dollars or more
- [ ] Government Development Projects
- [x] Murals

OWNER/ APPLICANT INFORMATION

Property Owner's Name (if different than applicant): Danica Rosen

Address: 1741 NW 33rd Street Unit A

Telephone: 954-257-9382

City: Pompano Beach, FL State: Zip: 33064

E-mail: danica.rosen@rescuemetal.com

PROJECT LOCATION AND SIZE

Street Address of Project 17800 SW 97 AVE - Palmetto Bay, FL 33157 Lot Dimensions 5.03 acres

Lot Area sq. ft. 218,775.85 Total Project Size (sq. ft.) 119,744.66 SQ FT

Construction Cost (if applicable) Not yet determined

PROJECT DESCRIPTION AND PROPOSED USE OF STRUCTURE

Describe what is to be done Mural and art installation to be created as art-in-public places project for building of 88 units of 3 story walk up residential apartments.

Present Use: Undeveloped land

Proposed Use: Workforce housing

EXPECTED DATE OF OCCUPANCY

Four options are available for complying with the Art in Public Places program. Please indicate below the option you have selected:

- ☐ Paying an in-lieu fee equal to 1 % into the Art and Public Places Fund. ***(Non-government)***
- ☐ Acquiring and installing an artwork on the project site which is at least 1.25% of the total project valuation. ***(Non-government)***
- ☐ Government buildings installing art equal to 1.5% of total project valuation. ***(Government)***
- ☑ Murals

The in-lieu fee must be paid by the project applicant at the time of submittal to the Building Division.

Please complete this form and contact the staff Liaison to the Art in Public Places Advisory Board:

Andrea Candelaria
Sustainability & Resiliency Planner
Village of Palmetto Bay
305-259-1238
acandelaria@palmettobay-fl.gov

AIPP-24-004

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Building & Zoning Department
By: TC

Developer Agreement

This Developer Agreement ("Agreement") is made and entered into on November 1, 2024, by and between Shores at Palmetto Bay LLC ("Developer") and Thomas Moor ("Artist") for the project titled Shores at Palmetto Bay: ORANGE VEILS + Wall (the "Project").

1. Scope of Work

The Artist agrees to create a public artwork consisting of 10 spherical paintings (approx. 33.8 square feet each) and 1 wall-painted mural on two facade elements (approx. 387.5 square feet each), collectively referred to as the "Artwork." The artwork shall include materials, labor, and finishing as described below.

2. Budget and Payment

- 10 Spherical Paintings: $75,000.00 (10 paintings at $7,500 each)
- Wall-Painted Mural: $80,000.00
- Subtotal: $155,000.00
- Quantity Discount (25%): -$38,750.00
- Discount for Institution/Regular Collector Base (Additional 20%): -$23,250.00
- Discounted Subtotal: $93,000.00
- Project Management Fee: $5,000.00
- Interior/Exterior Design Propositions: $2,000.00

Total Payment Amount: $100,000.00

3. Materials and Exclusions

- Included: Paint, labor for the orange spherical paintings, and a certificate of authenticity for the Artwork.
- Not Included: Travel expenses, scissor lift rental, and any additional paint job on the walls outside the designated mural areas.

4. Timeline

- Production Time: The Artist agrees to complete the Artwork within one month from the commencement date.
- Commencement Date: The work will begin on a mutually agreed date following the signing of this Agreement and receipt of the first payment.

5. Compliance with Laws

- The Artist agrees to comply with all Federal, State, County, and Local laws applicable to the Project.

6. Installation and Project Management

- The Artist will oversee the installation of the Artwork and provide project management services to ensure quality and timely completion.
- The Artist will provide design propositions for the integration of the Artwork with both the interior and exterior walls of the Developer's property.

7. Ownership and Waiver of Rights

- Upon full payment, ownership of the Artwork transfers to the Developer. The Artist waives any rights and acknowledges that the Developer may maintain, modify, or remove the Artwork at their discretion.

8. Insurance and Liability

- The Developer will ensure insurance coverage for the Artwork during installation.
- The Artist is responsible for any damages incurred as a result of negligence during the installation process.

9. Termination

- This Agreement may be terminated by either party in the event of breach or failure to perform any obligation contained herein, with prior written notice. If terminated, the Developer is obligated to pay only for work completed and accepted by the Developer up to the termination date.

10. Signatures

By signing below, both parties agree to the terms outlined in this Agreement.

Thomas Moor - Artist
Date: November 1, 2024

Signature: _____

Shores at Palmetto Bay LLC - Developer
Date: November 1, 2024

Signature: _____

STUDIO THOMAS MOOR
www.thomasmoor.net
thomasmooor3o@gmail.com
Lavaterstrasse 97
CH - 8002 Zurich

PROJECT PROPOSAL:

10 ORANGES FOR PALMETTO BAY & MANGROVE SUNRISE SPLIT
Murals by internationally acclaimed artist Thomas Moor

SHORES AT PALMETTO BAY APARTMENTS
17800 SW 97 AVE - Palmetto Bay, FL 33157

Developer:
Shores at Palmetto Bay LLC Wayne Rosen Manager, 277 Galeon CT, Coral Gables, FL 33134

AIPP-24-004

1.	Artist Resume and Credentials	2
2.	AIPP piece concept and idea:	
2.1.	10 Oranges for Palmetto Bay	5
2.2	Mangrove Sunsrise Split	8

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Building & Zoning Department
By: TB

Murals by Thomas Moor
SHORES AT PALMETTO BAY APARTMENTS
17800 SW 97 AVE - Palmetto Bay, FL 33157

AIPP-24-004

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Building & Zoning Department
By: MR

STUDIO THOMAS MOOR
www.thomasmoor.net
thomasmooor3o@gmail.com
Lavaterstrasse 97
CH - 8002 Zurich



Thomas Moor, born July 4th 1988
in Aarau, Switzerland
Photo: Studio Thomas Moor, 2023

1. Artist Resume and Credentials

Thomas Moor is a visual artist living in Zurich, Switzerland. He studied fine arts at the Zurich University of Arts, (BFA 2013), Rocky Mountains College of Arts and Design, Denver (2012) and received a Masters Degree at the Haute École d'Art et Design, Geneva (MFA 2018).
Since 2012 he has been exhibiting his work regularily internationally in solo and group exhibitions in museums, art centers, galleries and artist run spaces.
After having worked site-specific in various media for the first years of his career, since 2019 he focuses mostly on acrylic painting. Though he has been experienced with painting murals since being a teenager in the Swiss Hip-Hop scene in the early 2000s.
His work today is dealing with the relationship of landscape, branding and surface. Often it is concerned with questions of transgression of images through collective (and personal) memory.
He was awarded both the Nationale Suisse Art Prize and the Kiefer Hablitzel Prize in 2014. In 2021 he received the Primeur Prize by the Public Art Fund of the Canton of Aargau, which lead to the publication of his first monography 'Value Voyage' with the Zurich art publishing house Edition Fink in 2024, with further support by the Swiss Art Foundation as well as the the City of Zurich's Art Fund.
His work is present in many public and private collections, such as the the Canton of Zurich Art Collection; CCA Andratx, Mallorca; Museum Haus Konstruktiv Zurich; University of Basel Art Collection and the Helvetia Art Collection.
Moor has a long lasting history with South Florida, starting with being an exchange student at Western High School in Fort Lauderdale in 2006/07.
That, and shooting an art film in 2016, as well as his first US solo show at IRL Institute in Little Haiti in 2019, amongst many more friendly returns before and after, made the area his second home.

STUDIO THOMAS MOOR
www.thomasmoor.net
thomasmooor3o@gmail.com
Lavaterstrasse 97
CH - 8002 Zurich

CV Thomas Moor

Member of Visarte - Professional Association of Visual Artists in Switzerland

SOLO EXHIBITIONS (selection):

2024 ***VALUE VOYAGE*** Kunstraum Aarau CH
2022 ***GEOGRAFíA ACCIDENTAL*** Duo Show w/ María Edith Pereira, Kiosko, Santa Cruz BO
2021 ***MELANCHOLIA AT THE GUGGENHEIM*** Kunsthalle Nairs, Scuol CH
HEAVY MIDDLE Binz39, Zürich CH
CORPORATE REALISM Unanimous Consent, Zürich CH
2020 ***MUSTERDORF*** Milieu, Bern CH
MOOD PAINTING Mural at Forde, Genève CH
2019 ***BEELZEBOSS ON OCEAN DRIVE*** IRL Institute, Miami FL, USA
2018 ***MOONSHINE*** Tunnel Tunnel, Lausanne CH
2017 ***SOMETIMES THE STATUE SOMETIMES THE PIGEON*** Mikro, Zürich CH
2016 ***HERENCIAS - HEIRLOOMS*** Despacio, San José CR
TROJAN HORSES (Colaboration with Florence Jung) Trikot, Basel CH
2015 ***CARGO VEILS*** Dienstgebäude at Kunst 15, Zürich CH
CARGO VEILS Hidden Indexes, Berlin DE
2014 ***AFFILIATE+PERFORM*** Galeria Marso, Mexico City MX
NATIONALE SUISSE ART PRIZE Liste, Basel CH
2012 ***KIOSK*** [balk], Bern CH

GROUP EXHIBITIONS (selection):

2025 ***COLLECTOR HOUSE*** Spielact, Le Commun, Geneva CH (upcoming)
2024 ***AUSWAHL 24*** Aargauer Kunsthaus, Aarau CH (upcoming)
MALERBUCH Kunsthaus Zürich, Zürich CH
MOMENTUM Helvetia Art Foyer, Basel CH
20 JAHRE HELVETIA SAMMLUNG Liste Basel CH
GROUP SHOW Nube Gallery at MIRÁ, Santa Cruz BO
LONG DISTANCE Hamlet, Zürich CH
2023 ***FIN DE AÑO*** Nube Gallery, Santa Cruz BO
REINVENTING PIET. MONDRIAN AND THE CONSEQUENCES Wilhelm Hack Museum, Luwigshafen am Rhein DE
SCHWELLENANGST Summer Of Something, Kunsthaus Zürich CH
PRIMO INCONTRO RITA Art Center, Turbigo IT
MIRÁ Nube Gallery at Ex Colegio Santa Ana, Santa Cruz BO
REINVENTING PIET. MONDRIAN AND THE CONSEQUENCES Kunstmuseum Wolfsburg DE
2022 ***HOLIDAY BONUS*** Unanimous Consent, Zürich CH
THE PATRIOT O'Flaherty's, New York City USA
PRIX MOBILIÈRE Art Genève, Geneva CH
BAITBALL 2 Sentiment at Palazzo San Giuseppe, Polignano a Mare, IT
2021 ***CANTONALE BERNE JURA*** Kunsthalle Bern CH
CANTONALE BERNE JURA Centre d'art Pasquart, Biel CH
WORKS ON PAPER Museum Haus Konstruktiv, Zürich CH
RESET Museum Haus Konstruktiv, Zürich CH
2020 ***AUSWAHL 20*** Aargauer Kunsthaus, Aarau CH
CHRSTI DRIVE-THRU Giardini Arp, Locarno CH
TRUE GRID Unanimous Consent, Zürich CH
GIPFELTREFFEN Helvetia Art Foyer, Basel CH
2019 ***AUSWAHL 19*** Aargauer Kunsthaus, Aarau CH
FOLOWERS Binz39, Zürich CH
EXCHANGEHOOD Upstate, Zürich CH
PROTECT ME FROM WHAT I WANT Kunsthalle St. Gallen CH
GROUPSHOW Villa Ambrosetti, Genève CH
FUTURS INCERTAINS Musée Cantonale de Géologie Lausanne & Musée d'Art de Pully CH
KAMERA Tiefparterre, Kunstraum Kreuzlingen CH
LE CIEL, L'EAU, LES DAUPHINES, LA VIERGE, LES FLICS, LE SANG DES NOBLES, L'ONU,L'EUROPE, LES CASQUES BLEUS, FACEBOOK, TWITTER Forde, Genève CH
AIRBN3 Eaux-Vives, Genève CH
2018 ***LIBRE/OCCUPÉ(E)*** Espace Labo, Genève CH
CASE STUDIES Kunstszene Zürich, Amboss Rampe, Zürich CH
HOUSE WARMING Hamlet, Zürich CH
MFA DEFREE SHOW 2018 HEAD Geneva CH
ON THE ROAD: 10 JAHRE CARAVAN Aargauer Kunsthaus, Aarau CH
2017 ***CATCH OF THE YEAR*** Dienstgebäude, Zürich CH
WINDING AT ONCE Urgizzy, Denbüren CH
UN ÉTÉ À DEBORAH Deborah Bowmann, Bruxelles BE
2016 ***AUSWAHL 16*** Aargauer Kunsthaus, Aarau, CH
UM DIE ECKE DENKEN Haus Konstruktiv, Zürich CH
AESCHLIMANN-CORTI STIPENDIUM Centre d'Art, Biel/Bienne CH
HOT LINES Recitation Gallery, University of Delaware, Newark NJ, USA
NO ONE BELONGS HERE MORE THAN YOU Despacio, San José CR
2014 ***< 30. X PREMIO KIEFER HABLITZEL*** Museo d'Arte, Lugano CH
FAMILIES OF OBJECTS Abrons Art Center, New York City NY, USA
DON'T TALK TO STRANGERS Random Institute, New York City NY, USA
ICH. DU. DIE ANDERN Kunstmuseum Olten CH
KIEFER HABLITZEL AWARD Messe Basel CH
PLATTFORM 14 EWZ-Unterwerk Selnau, Zürich CH
2013 ***LET IT*** Réunion, Zürich CH
WATCH OUT Engstligenalp, Stadtgalerie Bern CH
BFA DEGREE SHOW ZHdK, Zürich CH
2012 ***AUSWAHL 12*** Aargauer Kunsthaus, Aarau CH
STORAGE UNIT SHOWS Extra Storage Space, Denver CO, USA
BLOOD SWEAT AND TEARS Phillip J Steele Gallery, Denver CO, USA

STUDIO THOMAS MOOR
www.thomasmoor.net
thomasmooor3o@gmail.com
Lavaterstrasse 97
CH - 8002 Zurich

AWARDS, GRANTS, RESIDENCIES:

2023 Residency six months Berlin, Public Art Fund Canton of Aargau CH
Residency one month at Centro Cultural Andratx, Mallorca ES
2022 Art and Social Change – 2 months residency at Kiosko Galeria, Santa Cruz de la Sierra, Bolivia; Swiss Art Fund Pro Helvetia, Zurich CH
Work grant, Public Art Fund City of Zurich CH
Publication grant, Public Art Fund City of Zurich CH
2021 Freiraumbeitrag, Public Art Fund Canton of Zurich CH
Primeur – Monography prize, Public Art Fund Canton of Aargau CH
Work grant, Public Art Fund City of Zurich CH
2020 Residency 5 months Fundaziun Nairs, Public Art Fund Canton of Aargau
Work grant, Public Art Fund City of Zurich CH
2019 Studio Grant, 2 years at Binz39 Foundation, Zurich CH
2017 Production grant, Public Art Fund Canton of Aargau CH
2016 Production grant, Avina Foundation, Zurich CH
2014 Nationale Suisse Art Prize, Basel CH
Kiefer Hablitzel Award, Basel

PUBLICATIONS:

2024 ***THOMAS MOOR*** Primeur Book Prize, Edition Fink, Zurich CH with Texts by Peter Schneemann, Narda Alvarado and Gioia Dal Molin. German & English, Translation: Kate Whitebread. Graphic design by Vela Arbutina
2023 ***RE-INVENTING PIET. MONDRIAN AND THE CONSEQUENCES*** Kunst museum Wolfsburg, Wilhelm Hack Museum Ludwigshafen am Rhein DE, Catalog. Verlag Walther + Franz König, Berlin & Düsseldorf DE
2022 Entry of the artist website www.thomasmoor.net into e-Helvetica, the web archive of the Swiss National Library, Bern CH
2021 ***NINE GREAT ARTIST INTERVIEWS***, Edition Clinamen, Genf CH
2018 ***VEINTE AÑOS DE DESPACIO***, Random Institute, San José CR
2017 ***URGIZZY*** Urgizzy Press, Densbüren AG CH
2016 ***HERENCIAS - HEIRLOOMS*** Despacio, San José CR
UM DIE ECKE DENKEN, Museum Haus Konstruktiv Zürich CH, Catalog
2014 *< 30 JEUNE ART SUISSE* Kiefer Hablitzel, Catalog

PRESS:

2024
- Daily Lazy, Athens GR/New York City USA: Thomas Moor at Kunstraum Aarau
https://daily-lazy.com/2024/03/thomas-moor-at-kunstraum-aarau-aarau.html

2021
- Daily Lazy, Athens GR/New York City USA: Thomas Moor at Binz39
http://www.daily-lazy.com/2021/04/thomas-moor-at-binz39-zurich.html
- Tzvetnik, Moskau RU: Heavy Middle at Binz39
https://tzvetnik.online/article/heavy-middle-by-thomas-moor-at-stiftung-binz39-zurich
- Kuba Paris, Berlin DE: Corporate Realism at Unanimous Consent
https://kubaparis.com/thomas-moor-corporate-realism/

2019
- Art-Werk, Geneva CH/Berlin DE: Interview Bernard Vienat and Thomas Moor
https://www.art-werk.ch/de/journal/thomas-moor
- Kuba Paris, Berlin DE: Folowers at Binz39
https://kubaparis.com/folowers-group-show-binz39-foundation-zuerich/
- St. Galler Tagblatt 22.08.2018: Jung und ausgezeichnet: Künstler am Anfang ihrer Karriere stellen in der Kunsthalle St. Gallen aus
https://www.tagblatt.ch/kultur/starthilfe-fur-junge-kunstler-ld.1145085
- Kunstbulletin 10/2019, Zürich CH
https://www.artlog.net/de/kunstbulletin-10-2019/protect-me-what-i-want

2018
- Kunstbulletin 9/2018, Zürich CH
https://www.artlog.net/de/kunstbulletin-9-2018/road-10-jahre-caravan
- Aargauer Zeitung 02.05.2018: Mal schnell im Kunsthaus parkieren
https://www.aargauerzeitung.ch/aargau/aarau/mal-schnell-im-kunsthaus-parkieren-caravan-feiert-jubilaum-ld.1501424

2017
- Kuba Paris, Berlin DE: Moos Eisley at Urgizzy
https://kubaparis.com/gruppenausstellung-moos-eisley-urgizzy/

2016
- La Nación, San José CR 28.07.2016: Libros y desechos preciados se reúnen en galería Despacio
https://www.nacion.com/viva/cultura/libros-y-desechos-preciados-se-reunen-en-galeriadespacio/4GCHIJQIUNDGLA5QKFI7XE66JE/story/
- Art Critical: Not for Nothing: Two Exhibitions at Despacio. by Sadie Starnes
https://artcritical.com/2016/09/06/sadie-starnes-on-nadie-nada-nunca-herencias-at-despacio/

2014
- Elephant Magazine no.19, Amsterdam NL: Open Files: Thomas Moor at LISTE Art Fair Basel (print only)

2012
- Der Bund, Bern, 18. 12. 2012: Der Kiosk im Elfenbeinturm
https://www.derbund.ch/bern/stadt/der-kiosk-im-elfenbeinturm/story/26296447

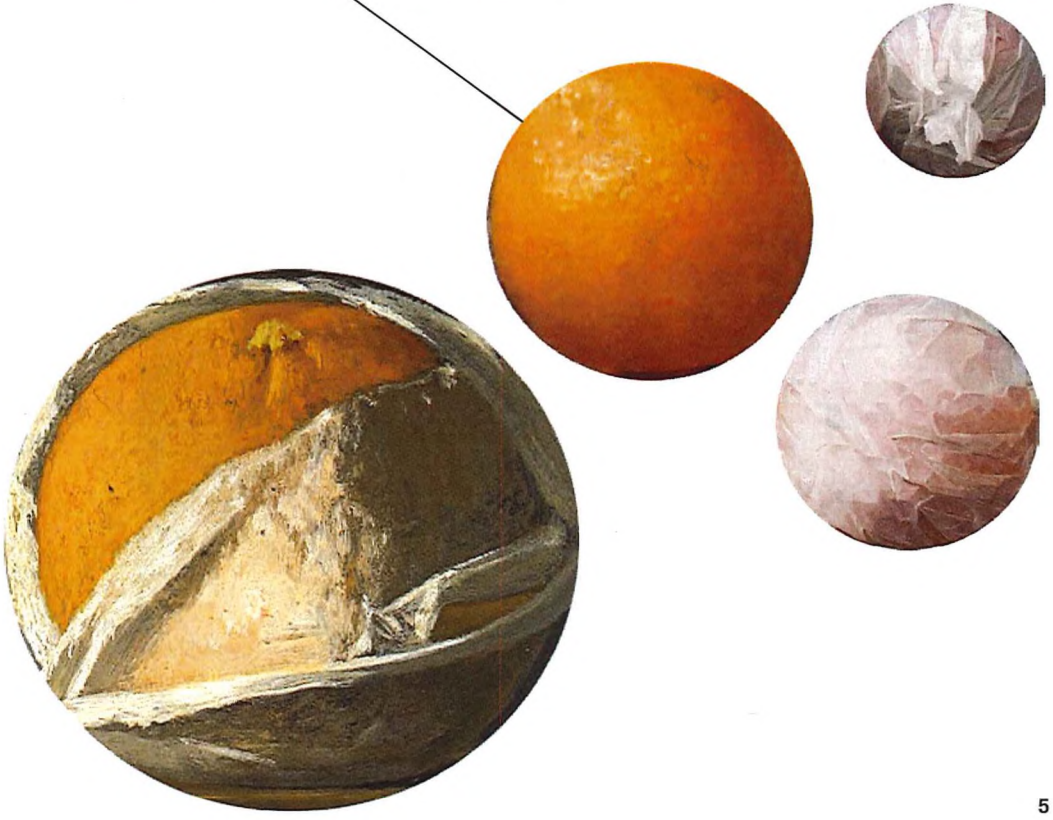
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2. AIPP PIECES:
2.1 *TEN ORANGES FOR PALMETTO BAY*



- 10 SPHERICAL PAINTINGS DEPICTING MORE OR LESS WAXPAPER WRAPPED ORANGES, COVERING THE CONCRETE BALLS LOCATED ALONG THE SIDE WALK IN FRONT OF BUILDING 1

The round shapes of the sidewalk objects inspired me to paint oranges onto them in variour stages of being un-wrapped of their waxpaper. The shell, the cover, the skin, the layers of surface are a reoccuring trope in my work. In the local context it seems that Oranges would be a great object to navigate these topics around, as they stand for a popular symbol representing the area and its history. Those ten spherical murals with a diameter of approximately 3 ft each will create an approachable, playful ensemble to be met on eye level by passers-by on the sidewalk.
These spherical paintings will allow a proximidity to the viewer and aim to become a visually generous, unique landmark in the neighborhood. This proximidity will allow the viewers to experience them up close and share their experiences through social media, bridging a notion of landmark with the virtual space, as well as bridging generational gaps in art appreciation.



Murals by Thomas Moor
SHORES AT PALMETTO BAY APARTMENTS
17800 SW 97 AVE - Palmetto Bay, FL 33157

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Example of one orange completely wrapped, but with its color shimmering through slightly



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For reference: Original architect's visualisation of Building 1 showing the concrete spheres in front of the Building marked in dark blue, where the Oranges will be painted onto

Art historical reference and inspiration for the Orange motive:

William J. McCloskey: Wrapped Oranges, 1889



Between 1877 and 1882, McCloskey trained at the Pennsylvania Academy of the Fine Arts under Thomas Eakins, who encouraged his students to make still-life paintings of fruit to better understand relationships of color and light. But McCloskey painted oranges only after moving to Los Angeles, where the citrus industry was rapidly growing. He opened a studio there with his wife, the painter Alberta Binford McCloskey, and embarked on a series of small canvases that portray oranges wrapped in wax paper and laid out on polished mahogany tables, including Wrapped Oranges. Wax-paper wrapping became popular in the 1880s as a new way of preventing fruits from rotting during shipping. With wax paper, oranges, once a luxury commodity, became more broadly accessible and affordable to Americans across the country.

Murals by Thomas Moor
SHORES AT PALMETTO BAY APARTMENTS
17800 SW 97 AVE - Palmetto Bay, FL 33157

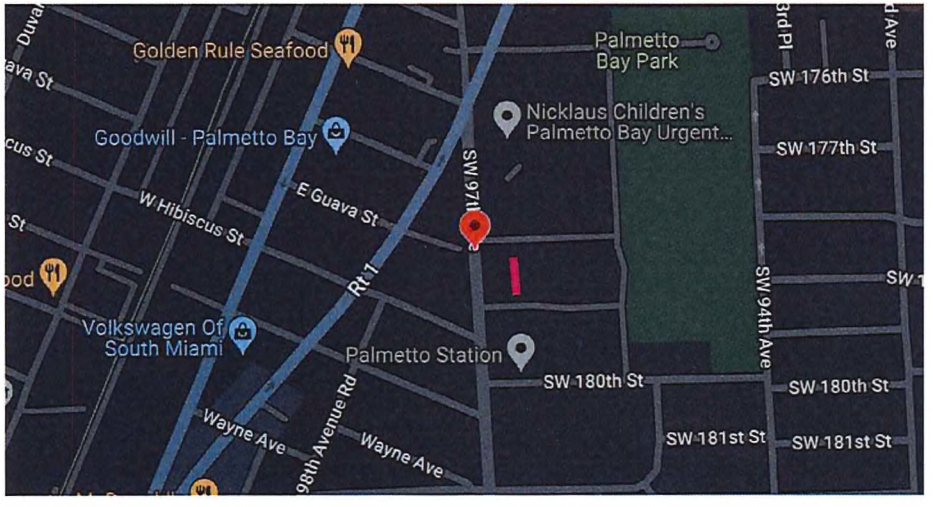
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2. AIPP PIECE
2.2 *MANGROVE SUNRISE SPLIT*
Center area of Building 1



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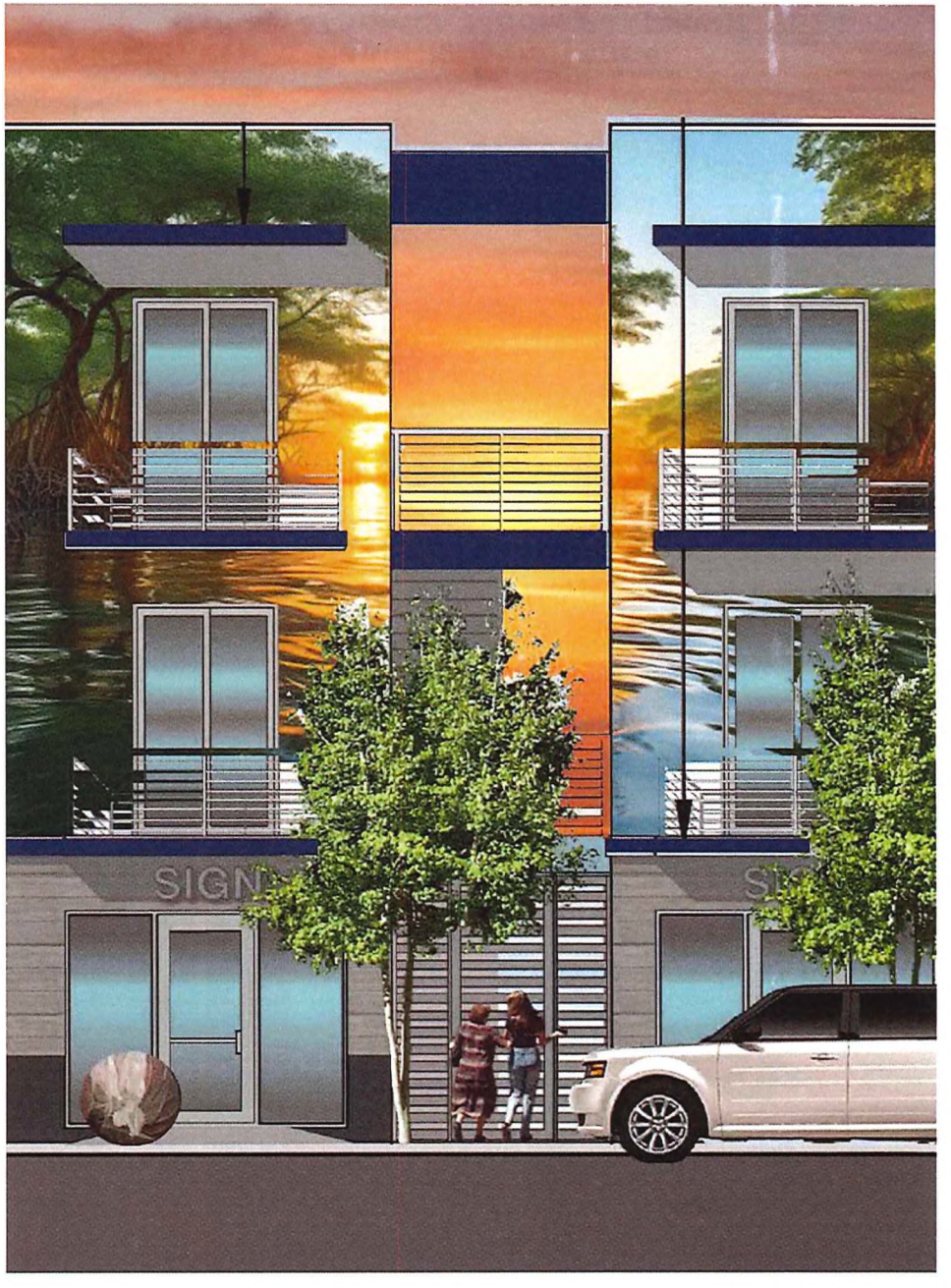
The placement of the building and mural on the north/south main road allows passers-by for sunrise views through the central separation of the building, where real sky can meet fictional sky.

Experiencing South Florida as an outsider, one of the most of the many remarkable things one will notice are the incredible, dramatic Carribean skies and their sunrises and sunsets. As a landscape painter, I'm very sensititve to those, and with this work I'm paying hommage to the South Florida sky in a specific way:

The actual mural consists of a big landscape view showing a sunrise over a mangrove. This mural will stretch over two halfs of the buildings, an area that comes with a vertical gap in the middle. The sunrise on the design is placed quite close to this gap. As the building is located on the north/south axis, the actual sunrise will be visible through that gap when standing at the main road. This will allow me to paint a sky in an immediate dialogue with the actual sky.

Such landscape paintings generally are a sinature motive of my oeuvre, however the architecture's specifics of Building 1 allow for this site specific stunt with the skies, celebrating South Florida's natural richness in a unique way.

The combination of the two works *Ten Oranges For Palmetto Bay* and *Mangrove Sunrise Split* allows for a focus on the pedestrian experience on the side walk through the Oranges, but also offers the large mural landscape painting to be seen from traffic, behind cars, or from further away.



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Painting Referrence:
Thomas Moor: Peninsola, 2024
Private Collection, Costa Rica
recent Mural comission, approx 9 x 9 feet

Waiver of Rights Statement

I, **Thomas Moor**, the undersigned artist, hereby waive all rights to the artwork created for Shores at Palmetto Bay ("Artwork"), which includes a mural and installation created for the property owned by Shores at Palmetto Bay LLC.

This waiver signifies my agreement to forgo any claim of ownership and alteration control concerning the Artwork.

Acknowledgment of Compliance with Laws

I, the undersigned, acknowledge that I am familiar and shall comply with all Federal, State, County, and Local laws related to the creation, installation, and any rights associated with the Artwork.

Thomas Moor

November 1st, 2024

SIGNATURE: _____

AIPP-24-004

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Planning & Zoning Department
By:

AIPP-24-004

RECEIVED
Zoning Department
November 4, 2024
Village of Palmetto Bay
Planning & Zoning Department
By: MC

Statement of Maintenance
Project Title: Shores at Palmetto Bay
Owner: Shores at Palmetto Bay LLC
Artist: Thomas Moor
Artwork Description: Mural and Installation

Shores at Palmetto Bay LLC ("Owner") recognizes and values the significance of the public artwork titled **Shores at Palmetto Bay**, created by artist **Thomas Moor**. The artwork, consisting of a mural and installation, contributes not only to the aesthetic enhancement of our property but also to the cultural and visual landscape of the Village of Palmetto Bay. In alignment with the Village's standards for public art maintenance, the Owner agrees to the following commitments:

1. **Maintenance Responsibility**
   Owner will ensure the upkeep, preservation, and integrity of the mural and installation for the artwork on-site. This includes all necessary cleaning, minor repairs, and, where applicable, conservation practices that preserve the original vision and quality intended by the artist.
2. **Compliance with Village of Palmetto Bay Land Development Code**
   The Owner agrees to comply with all relevant language in the Village of Palmetto Bay Land Development Code Sec. 30-160.14. Art in Public Places.
3. **Public Access and Preservation**
   Recognizing that the artwork contributes to the cultural value of the community, the Owner agrees to retain the mural and installation in a visible and accessible location as specified in the initial project approval, ensuring that the public can continue to enjoy the artwork without obstruction.
4. **Adherence to Village of Palmetto Bay Standards**
   Owner affirms that this maintenance plan adheres to the Village of Palmetto Bay's standards for public art preservation and will remain in compliance with any additional requirements that may arise from the Village's policies regarding public art maintenance.

This Statement of Maintenance is intended to uphold the Village of Palmetto Bay's high standards for public art and ensure that **Shores at Palmetto Bay** remains a valued and well-maintained contribution to the community.

Shores at Palmetto Bay LLC
[November 1, 2024]

SIGNATURE

Danica Rosen
PRINTED NAME

owner
TITLE

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 9, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
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, 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)*

SUGGESTED ACTION:

ATTACHMENTS:

RESO-Chabad_of_Palmetto_Bay_Educational_Workshops_2025_TE.doc
Memo-Chabad of Palmetto Bay 2025-Educational WorkshopsTE.doc
Chabad TE Fee Waiver Form 2025 A.pdf
Chabad Summary of Fees 2025 update.pdf
Chabad of Palmetto Bay Inc Tax Exempt.pdf
Chabad of Palmetto Bay Inc - GuideStar Profile.pdf

RESOLUTION NO. 2024-_____

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)*

WHEREAS, Chabad Jewish Center of Palmetto Bay is directed by Rabbi Zalman and Rebbetzin Chani Gansburg; and

WHEREAS, Rabbi Gansburg, was born in Milan, Italy, studied in Rabbinical colleges, in France, England, Israel and Canada, and received his Rabbinical ordination at the Rabbinical College of America; and

WHEREAS, Chani Gansburg, born in Vancouver, Canada, and raised in Johannesburg, South Africa, received her teaching degree in Melbourne, Australia; and

WHEREAS, both met and married in New York, and soon after their wedding they moved to Miami; and

WHEREAS, both stemming from parents who serve as emissaries of the Chabad movement around the world, Rabbi Zalman and Chani Gansburg are continuing the legacy of being emissaries of the Lubavitcher Rebbe; and

WHEREAS, the Chabad Jewish Center of Palmetto Bay is dedicated to serving all Jews throughout Palmetto Bay with unconditional love and concern for every Jew, regardless of background and affiliation**;** and

WHEREAS, Chabad of Palmetto Bay and Deering Bay, Inc. would like to host a series of four educational workshops in 2025; and

is requesting a waiver of all fees in utilization of Thalatta Estate and associated amenities.

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

Section 1. Chabad of Palmetto Bay and Deering Bay, Inc. is hereby authorized to use Thalatta Estate, on January 26, 2025, March 23, 2025, April 27, 2025, and June 8, 2025, for the purpose of conducting educational workshops and associated activities.

Section 2. Any and all established user fees are hereby waived, and Chabad of Palmetto Bay and Deering Bay, Inc. shall have use of the needed park amenities at no cost; with the proviso that the recipient comply with all applicable rules, regulations and ordinances.

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

PASSED and **ADOPTED** this _____ day of December 2025.

Attest:

_____ _____

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

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

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson_____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: December 9, 2025

From: Nick Marano, Village Manager

Re: Fee Waiver – Chabad of Palmetto Bay 2025 Educational Workshops at Thalatta Estate

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 Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

Chabad Jewish Center of Palmetto Bay is directed by Rabbi Zalman and Rebbetzin Chani Gansburg. Rabbi Gansburg was born in Milan, Italy, studied in Rabbinical colleges, in France, England, Israel and Canada, and received his Rabbinical ordination at the Rabbinical College of America. Chani Gansburg was born in Vancouver, Canada, and raised in Johannesburg, South Africa. Chani Gansburg received her teaching degree in Melbourne, Australia. Rabbi Gansburg and Chani met and married in New York, and soon after their wedding they moved to Miami. Both stemming from parents who serve as emissaries of the Chabad movement around the world, Rabbi Zalman and Chani Gansburg are continuing the legacy of being emissaries of the Lubavitcher Rebbe. The Chabad Jewish Center of Palmetto Bay is dedicated to serving all Jews throughout Palmetto Bay with unconditional love and concern for every Jew, regardless of background and affiliation. Chabad of Palmetto Bay would like to host a series of four educational workshops at Thalatta Estate in 2025; and is requesting a waiver of all fees in utilization of Estate and associated amenities. Chabad of Palmetto Bay will be required to comply with all applicable rules, regulations, and Ordinances.

FISCAL/BUDGETARY IMPACT:
It is estimated that the formal revenue loss from renting the needed park space would not exceed $350 for each date requested for a total of $1,400; and staff cost to work the event will not exceed $68 for each day requested for a total of $272. (Grand Total of $1,672)

RECOMMENDATION:
Approval is recommended

Attachments (3):

- Fee waiver application
- Summary of Fees
- Incorporation Status

Village of Palmetto Bay
Parks & Recreation Department

Thallata Estate at Village of Palmetto Bay
Administrative Fee Waiver for Not-For-Profit and Community Groups

Name of Organization: Chabad of Palmetto Bay

Contact Person: Zoe Ackermann FEI/EIN # 261368692

Title within Organization/Community Group: Chabad of Palmetto Bay

Address: 16721 SW 78th Ct,

City: Palmetto Bay State: Florida Zip Code: 33157

Telephone: 305-770-1818 Web Site Address: www.jewishpalmettobay.org

E-Mail: office@jewishpalmettobay.org

Open to the Public: Yes Open to Group Members Only: ____ Annual Membership Dues: $ Suggested/ Optional $20 per person

Date Room Requested: 1/26, 3/23, 4/27,6/8 2025 Function Time: From 10 am to 12 pm

Number of Hours: 2 Estimated Attendance: 10 Food/Catering: ____ Yes ____ No

Room Rental Purpose: Workshop/ Educational

Please provide a brief outline of your Organization/Community Group and indicate its objectives/services:

Jewish education.

Please provide a written statement of need explaining why fee waiver is being request:

The fee is suggested and or optional.

I have read, understand and agree to abide by the VOPB Park Rules & Regulations and Facility Rules & Regulations. I attest the applicant organization is eligible and meets the criteria for fee waiver as established in Ord. 2012-12. I understand that the Village has first priority for use of the Thalatta Estate over any nonprofit organization or community group, and the organization or community group will be required to move their meeti ng to another time and/or date to accommodate the Village's use of the room. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund raising ac tivity in the ThalattaEstate, the organization or group will be required to pay the full rental amount. A request for waiver of the rental fees must be issued at least ten (10) days prior to the requested day of use. The Thalatta Estate can only be used for up to ten (10) hours a week by community groups or nonprofits. the Thalatta Estate is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. I will assume full responsibility for cleaning the facility and returning the furnishings to their original position and otherwise have the facility ready for inspection following the rental. I understand and acknowledge that I am the representative of applicant organization and assume complete responsibility for any damage done to the facility or its furnishings during the period of my reservation. I understand the deposit may be refunded if facility is returned to its original condition. The Village of Palmetto Bay values and recognizes the role of community groups and organizations within the Village and I acknowledge the Village Manager shall review the request and award the room rental fee waiver. I understand this decision is final and not subject to appeal.

Signature November 5th, 2024
Date

Approved: ☐ Denied: ☐

Nick Marano, Village Manager

Fanny Carmona Gonzalez, Parks Director

Deposit $1000 Check #: ____ Received by: ____

FACILITY RENTAL RULES & REGULATIONS

Thank you for considering the Village of Palmetto Bay as the venue for your event. Throughout this document, you shall be referred to as the permittee, which shall at all times herein be defined as the party holding the event at The Village of Palmetto Bay's Thalatta Estate. This agreement permits and facilitates rentals; sets governing terms and conditions; and identifies compliance guidelines regarding user rules and regulations as established by the Village of Palmetto Bay.

Thalatta Estate Fees

All rentals are subject to prior written approval from the Director of Parks and Recreation and/or Village Manager.

Weekday Rates:	Weekend Rates:
Garden Lawn: $825	Garden Lawn: $1,457
Outdoor Terrace: $1,375	Outdoor Terrace: $2,475
Ceremony Gazebo Area: $195	Ceremony Gazebo Area: $605
Covered Terrace: $550	Covered Terrace: $1,100
Bride/Groom Suite: $250	Bride/Groom Suite: $550
String Lights: 1 Set- $350 Both Sets- $550	String Lights: 1 Set- $550 Both Sets - $750
Education Room: $150	Education Room: $350
Package Rate: $2,750	Package Rate: $4,600

- All Seniors age 65 and over shall receive a ten percent (10%) discount for Thalatta rentals. Senior must be the primary user.
- $1,000.00 refundable damage/clean-up deposit for any of the above rentals required 30 days prior to event date.
- Package rate includes the entire facility except for the string lights.
- Saturday rentals are restricted to package rate only! Exceptions can be made at the discretion of the Village Manager and/or designee 30 days prior to event date.
- Events exceeding 200 guests will require prior written approval from the Village and may be subject to additional fees.
- Valet parking is required on all events over 50 guests. Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay, at existing contractual rate.
- Permittee is required to pay a facility service fee at a rate of $ 2.50 per guest 30 days prior to event date.
- All caterers must provide a copy of all state catering, county licensing and certificate of insurance naming the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as additional insured must be provided to the Village 30 days prior to event date.
- Any and all vendors must remit a damage/clean-up deposit in the amount of $500 and a completed Vendor Permit form. Vendors may choose to remit for contracted event dates or keep continuous deposit on file throughout the established season or annually.
- All vendors must breakdown and remove all equipment, set-ups, supplies, etc., no later than 2 hours following the established event end time. This includes loaned or rented items such as flower vases and/or stands; etc. Vendors shall be assessed (from established deposit) a fee of $200 per hour (or any part of hour) beyond the required load-out deadline.
- Absolutely no sub-contractors will be allowed on the property without prior notification to the Village, receipt of required insurance certifications and approvals.
- Following pre-event load-in, all vendors must park vendor vehicles in the adjacent Deering Point parking lot. This includes employees of vendors.
- Vendors agree to participate in a walk-thru inspection with assigned Village staff and sign-off on results. Any vendor failing to complete this post-event inspection must accept the findings of the Village and be responsible for any charges assessed.
- Any and all load-in and/or load-out must occur with vendor trucks, vans, cars, etc, parked on asphalted areas only. At no time may vehicles park on paved areas.
- A minimum of two security officers are required for all events over 50 guests. Permittee is to utilize the security services of the Village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the Village Manager, in consultation with the Village's police department.
- Should it be discovered that permittee has underestimated the number of guests attending, the Village reserves the right to arrange for additional services and recapture said expenditures from the permittee's damage/clean-up deposit.
- Weekends include Friday, Saturday, Sunday and all Village recognized holidays.
- All fees are subject to applicable sales tax.
- Permittee acknowledges that fees are subject to change.

Employee Discount Rates

- All Village of Palmetto Bay employees should be entitled to one Park Rental at a fifty percent (50%) discount per year.

Reservation and Payment

1. All rental agreements, which shall be uniform, as developed by the Village attorney, shall be arranged through the Parks and Recreation Department and are subject to the approval of the Village Manager, or his/her designee, at (in) his/her sole discretion.

2. Reservations for rentals are on a first come first serve basis.

3. A signed, rental permit application and an initial payment equal to fifty percent (50%) of the entire rental fee is due at the time of rental application submittal. No date shall be considered as confirmed until fully executed rental application and initial payments are received.

4. The rental deposit equal to 50 percent of the entire rental fee is refundable within the first 60 days (provided the request for refund is not within 59 days of event date) after the permittee has signed the rental agreement. Any notice of cancellation must be received in writing to the Village of Palmetto Bay prior to the expiration of the 60-day time period in order to receive a refund. Refund checks will be mailed to the permittee within four to six weeks of receipt of cancellation.

5. Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the event; along with the $1,000 security deposit check.

6. For rentals that are initiated less than 30 days to the event, the full rental amount is due at the time the rental agreement is signed and delivered to the Village of Palmetto Bay. All payments must be made in the form of cashier's check, money order or credit card.

7. All payments should be made to "The Village of Palmetto Bay." Any payments made within 30 days prior to the event must be made in the form of cashier's check, money order or credit card. The Village of Palmetto Bay reserves the right to retain deposit and cancel any events that have unpaid balances 30 days prior to the event date. For cancellations made within 30 days of the event date, permittee is financially responsible for total amount of rental fee, and no refunds will be granted.

Vendors/Subcontractors

8. Permittee is responsible for confirming the planned and/or anticipated actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. All subcontractor's and/or vendors are required to be registered with the Village of Palmetto Bay, and remit the required $500 damage/clean-up deposit for each event booked. Said vendor registration process requires submittal of contact information; a certificate of liability insurance naming the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as additional insured, including general, automotive, liquor and/or products liability coverage's based on provided services; copy of licenses (as may be required for profession and/or business); description of vehicles; description of uniforms employees will be wearing; and execution of the Village's standard form indemnification agreement - indemnifying the Village. Permittee or Permittee's designee shall conduct a post-event walk-thru of the facility and sign off on inspection results which may or may not obligate the permittee and/or vendors to remedy conditions found. Use of sub-contractors by approved vendors must be requested in advance and have prior written approval of the Village of Palmetto Bay.

9. Permittee is responsible for ensuring that all subcontractors and vendors are aware of the Village's rules and regulations, and verify completion of required registration, deposits and documentation at least thirty (30) days prior to the event date. A complete list of vendors with contacts (names and phone numbers) must be provided two weeks prior to the event. The caterer must schedule an appointment with the Park Reservation Specialist or designee to familiarize themselves with Thalatta Park. Catering permits will not be issued unless appointment is made, and all requirements are met.

Note: Kitchen area is for food prep/warming only. Absolutely no cooking of any kind/manner is allowed. Caterers shall identify any exterior cooking planned; methodology and follow all requirements and/or safeguards as mandated by the Village. Misconduct by any vendor or assigned sub-contractor may result in temporary or permanent banning from future bookings at Thalatta Estate.

Event Set-up

10. Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of guest and/or event patrons/staff. Any electrical modifications to electrical panel must be submitted in wnting and detailed by a licensed electrician or contractor for Village review and approval. Permits may be required as applicable. Permittee agrees to provide any and all electrical requirements anticipated, including total amps needed, which may result in the use of a generator. Should this be the case, permittee agrees to the procurement of a generator, to be operated by a licensed and insured operator, and to be located in a safe and secured area to be approved by the Village.

11. Failure to notify the Parks and Recreation Department of electrical requirements may result in inadequate power or power failure and repairs will be at the expense of the permittee.

12. Permittee or permittee's representative must be on-site to accept deliveries and oversee set up. The Village staff will not act as permittee representative and will not accept or sign for deliveries.

13. Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas must not be blocked at any time.

Parking

14. Valet parking is required on all events over 50 guests. Permittee is to utilize the valet service of the Village's authorized vendor, that has a contract to provide such service for the Village of Palmetto Bay. Permittee is to advise the Parks and Recreation Department at least ten days prior to the event of the use of a chartered bus service, which service would be used to facilitate attendee drop-off and parking. No parking is allowed on private property of neighboring residents or within the swale areas of the Village.

Time Restrictions

15. Weddings, receptions, parties and special events must comply with the Village's noise ordinance #04-24 [sections 15-21—15-60] and amplified music must conclude by 11:00 p.m. Any and all amplified music must not exceed levels mandated by the Village Code; i.e: 60 decibels. No time extensions will be granted past 11 :00pm.

16. Alcoholic beverages service must conclude at least one hour prior to an event's ending time.

Fundraising

17. Village Manager or designee must approve any auction, sale, games of chance, or other such fundraising ventures in accordance with applicable Village, county and/or state laws/ordinances/statutes.

18. A permit to conduct business on the Village of Palmetto Bay's park property may be required.

Alcohol Use

If liquor is sold, and/or consumed during event, an appropriate liquor license must be obtained by contracted vendor and displayed at event. Prior to the event, permittee must provide the Parks and Recreation Director or designee with a copy of the liquor license together with a liquor liability insurance policy in the amount of $1,000,000.00 which names the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this permit and forfeiture of any security deposit or monies paid. Additionally, permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding the amount of alcoholic beverages consumed to ensure no one departs the events impaired and unable to safely operate a vehicle and may endanger himself/herself or others.

Note: Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta Park, upon the prior written authorization of the Village Manager or designee.

Restrictions and Prohibited Items

19. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.

20. Smoking is permitted at Thalatta Park in designated smoking areas only.

21. Fireworks or open flames (example, tiki torches) are not permitted on any part of park property. Use of sparkles, confetti, horse/carriage and/or the like must be requested in advance along with a detailed description of safeguards in place to protect all guests and venue. The cost of any required additional clean-up will be deducted from the security deposit.

22. Decorations shall in no way damage the property, buildings, or furnishings and artifacts. On-site furniture, artwork, and display items may not be moved. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against permittee.

23. No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed. Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the wildlife is not allowed.

24. Only service animals for persons with disabilities are permitted at park facility.

25. Placement of any item on the grass is subject to the approval of the Parks and Recreation Director or designee. Failure to adhere to this rule may result in additional charges, suspension of privilege of hosting the event or a loss of the security deposit.

26. No dumping of any substance is allowed on the grounds or surrounding areas. This includes any grease, oils and/or charcoals which may have been used during exterior cooking. All exterior cooking must include a protective mat or ground cover to catch any drippings, etc., onto paved or grassed areas.

27. All matters of set-up, decorations, etc. shall be coordinated through the Park Reservation Specialist and/or designated staff person.

28. Permittee may rent or arrange for use, a golf cart for transporting guests to and from the waterside ceremony area. Travel should be along the raised berm along the northern perimeter. Once the ceremony has concluded and guests are participating in the reception and/or scheduled activity, use of the golf cart to make periodic travel to the bay throughout the evening is prohibited.

Event Clean-Up and Breakdown

29. Permittee is responsible for all event clean up and/or ensuring that their contracted vendors are aware of all rules and clean up responsibilities. When permittee and/or contracted vendor leaves the park facility, the facility should look as it did when permittee arrived. Failure to adhere to clean up rules may result in additional charges, and/or a loss of the security deposit. Should the event warrant, permittees are encouraged to obtain a private vendor and/or contractual services to accommodate litter control, etc during the event, as well as post-event clean-up. Any labor required by the Village personnel to clean the event site will be done so at an additional charge of $200.00 per hour, deductible from the security deposit. Any balance over the security deposit amount due to clean up shall be invoiced to the permittee.

30. The Village will provide trash cans and liners as needed. All trash must be removed and dumped in appropriate dumpsters located on the property. The Village hourly clean-up fee as described in Paragraph 29 [subsection (i)(1)] above shall be imposed for failure to properly dispose of trash/trash bags.

Building Condition and Appearance

Permittee agrees to accept the event site in "as-is" condition. By executing this permit, permittee shall be deemed to have accepted the event site in acceptable order, condition.

Property Damage Repair and/or Replacement

Any Village property, which is damaged or destroyed during permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, the Village reserves the right to collect from permittee any charges and/or damages not covered by the security deposit. Permittee agrees to reimburse the Village within 30 days upon proof from the Village of damages, repairs made, and costs incurred in effectuating the repairs.

Inclement Weather

The permittee should establish a backup plan in case of inclement weather. At no time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that may in any way affect permittee's event(s) being held at a Village park. Upon issuance of a tropical storm and/or hurricane watch or warning for Miami-Dade County, the Village of Palmetto Bay closes to the public and prepares for the approaching storm. Events scheduled for evenings in which a storm watch or warning is issued for Miami-Dade County will be cancelled. The permittee may select an alternate available date on which to hold their event at the Village park. If the permittee chooses to fully cancel their event at the Village park due to its closing by a storm watch or warning, a refund of monies paid by the permittee will be granted upon written notification of cancellation by permittee to the Village. The Village of Palmetto Bay shall in no way be held responsible for any other costs resulting from a closure due to inclement weather, including a storm warning or watch.

Additional Terms and Conditions

31. Permittee agrees to adhere to all instructions of the Village of Palmetto Bay's staff and/or representatives.

32. Permittee agrees to abide by all federal, state, and local laws.

33. The Village of Palmetto Bay reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to the Village of Palmetto Bay and/or other event guests.

34. The Village of Palmetto Bay reserves the right to cancel this permit at any time, with or without notice, in the event that any term, condition, or promise in this permit has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing and the Village of Palmetto Bay will not be responsible for any consequential damages. The Village also reserves the right to cancel this permit in the interest of public safety or in the event of an emergency. The Village will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or a closure decision made in the interest of public safety.

35. Permittee shall indemnify and hold harmless the Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this permit by the permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

36. Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached original permit application and required deposits.

I Zoe, have **read and understand these rules and regulations and accept the terms of the rental permit.**

Permittee Signature

Dated November 14th, 2024

THALATTA ESTATE SUMMARY OF RENTAL FEES

STEP 1: RENTAL COST

Monday		Tuesday		Wednesday		Thursday	
Ceremony Area	$ 195.00	Ceremony Area	$ 195.00	Ceremony Area	$ 195.00	Ceremony Area	$ 195.00
Garden Lawn	$ 825.00	Garden Lawn	$ 825.00	Garden Lawn	$ 825.00	Garden Lawn	$ 825.00
Outdoor Terrace	$ 1,375.00	Outdoor Terrace	$ 1,375.00	Outdoor Terrace	$ 1,375.00	Outdoor Terrace	$ 1,375.00
Covered Terrace	$ 550.00	Covered Terrace	$ 550.00	Covered Terrace	$ 550.00	Covered Terrace	$ 550.00
Bride/Groom Suite	$ 250.00	Bride/Groom Suite	$ 250.00	Bride/Groom Suite	$ 250.00	Bride/Groom Suite	$ 250.00
Education Room	$ 150.00	Education Room	$ 150.00	Education Room	$ 150.00	Education Room	$ 150.00
String Lights-One Set	$ 350.00	String Lights-One Set	$ 350.00	String Lights-One Set	$ 350.00	String Lights-One Set	$ 350.00
String Lights-Two Sets	$ 550.00	String Lights-Two Sets	$ 550.00	String Lights-Two Sets	$ 550.00	String Lights-Two Sets	$ 550.00
Package Rate (all areas*)	$ 2,750.00	Package Rate (all areas*)	$ 2,750.00	Package Rate (all areas*)	$ 2,750.00	Package Rate (all areas*)	$ 2,750.00
Friday		**Saturday**		**Sunday**		**Observed Holidays**	
Package Rate Only	$ 4,600.00	Package Rate Only	$ 4,600.00	Ceremony Area	$ 605.00	Ceremony Area	$ 605.00
Includes all areas*		Includes all areas*		Garden Lawn	$ 1,457.00	Garden Lawn	$ 1,457.00
String Lights-One Set	$ 550.00	String Lights-One Set	$ 550.00	Outdoor Terrace	$ 2,475.00	Outdoor Terrace	$ 2,475.00
String Lights-Two Sets	$ 750.00	String Lights-Two Sets	$ 750.00	Covered Terrace	$ 1,100.00	Covered Terrace	$ 1,100.00
				Bride/Groom Suite	$ 550.00	Bride/Groom Suite	$ 550.00
				Education Room	$ 350.00	Education Room	$ 350.00
				String Lights- One Set	$ 550.00	String Lights-One Set	$ 550.00
				String Lights-Two Sets	$ 750.00	String Lights-Two Sets	$ 750.00
				Package Rate (all areas*)	$ 4,600.00	Package Rate (all areas*)	$ 4,600.00

*Package rate includes the entire facility except the string lights

STEP 2: FACILITY SERVICE FEE

Guest count:	
Facility Service Fee at a rate of $2.50 per guest (to be determined and added at final payment)	

STEP 3: VALET COST

** All events over 50 guests are required to have valet services for the duration of their event. No exceptions!

4 Hour Service	5 Hour Service	6 Hour Service	7 Hour Service	8 Hour Service
Guest Count 50-80	Guest Count 50-80	Guest Count 50-80	Guest Count 50-80	Guest Count 50-80
2 attendants & 1 Supervisor $368.08	2 attendants & 1 Supervisor $460.10	2 attendants & 1 Supervisor $552.12	2 attendants & 1 Supervisor $644.14	2 attendants & 1 Supervisor $736.16
Guest Count 81-115	Guest Count 81-115	Guest Count 81-115	Guest Count 81-115	Guest Count 81-115
3 attendants & 1 Supervisor $487.92	3 attendants & 1 Supervisor $609.90	3 attendants & 1 Supervisor $731.88	3 attendants & 1 Supervisor $853.86	3 attendants & 1 Supervisor $975.84
Guest Count 116-150	Guest Count 116-150	Guest Count 116-150	Guest Count 116-150	Guest Count 116-150
4 attendants & 1 Supervisor $607.76	4 attendants & 1 Supervisor $759.70	4 attendants & 1 Supervisor $911.64	4 attendants & 1 Supervisor $1,063.58	4 attendants & 1 Supervisor $1,215.52
Guest Count 151-185	Guest Count 151-185	Guest Count 151-185	Guest Count 151-185	Guest Count 151-185
5 attendants & 1 Supervisor $727.60	5 attendants & 1 Supervisor $909.50	5 attendants & 1 Supervisor $1,091.40	5 attendants & 1 Supervisor $1,273.30	5 attendants & 1 Supervisor $1,455.20
Guest Count 186-200	Guest Count 186-200	Guest Count 186-200	Guest Count 186-200	Guest Count 186-200
6 attendants & 1 Supervisor $847.44	6 attendants & 1 Supervisor $1,059.30	6 attendants & 1 Supervisor $1,271.16	6 attendants & 1 Supervisor $1,483.02	6 attendants & 1 Supervisor $1,694.88

STEP 4: SECURITY GUARD COST

** All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions!

4 Hour Service	5 Hour Service	6 Hour Service	7 Hour Service	8 Hour Service
1 guard (<50 guests) $93.09	1 guard (<50 guests) $116.36	1 guard (<50 guests) $139.64	1 guard (<50 guests) $162.91	1 guard (<50 guests) $186.18
2 guards (50+ guests) $186.18	2 guards (50+ guests) $232.73	2 guards (50+ guests) $279.27	2 guards (50+ guests) $325.82	2 guards (50+ guests) $372.36

STEP 5: ADD ALL COSTS

Chabad Lunch and Learn
Sundays 2025

Hours of Service **Valet:**

Hours of Service **Security:**

Event Hours: 10AM-11 PM

Rental Amount (combine all areas required)	$ 350.00
Staff Fee	$ 68.00
Education Room	
String Lights	
Facility Service Fee	
7% Taxes	
Valet Event Services Cost	
C-100 Parking Lot Fee ($642 inlcudes tax)	
Security Event Services Cost	
TOTAL DUE:	$ 418.00

50% Rental Amount Deposit Due (Check or Money Order)

2.25% Credit Card Processing Fee (non-refundable)

50% Rental Amount Deposit due - if paying with credit card

Balance Due 30 days prior to Event (Check or Money Order)

2.25% Credit Card Processing Fee (non-refundable)

Final Balance Due - if paying with credit card

to book it

by

Agreed and Accepted by: **Date:**

I have read, understand and accept the terms of the rental summary of fees. Thalatta Estate's summary of fees agreement is null and void without an accompanying signed rental application agreement.

Updated and prepared by Vanessa Leycegui Portes as of November 13, 2024 vleycegui@palmettobay-fl.gov

All information is kept confidential and used only for the purposes as noted above.

ORIDA

Consumer's Certificate of Exemption

R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

ertificate Number	Effective Date	Expiration Date	Exemption Category
85-8015371739C-9	04/22/2020	04/30/2025	501(C)(3) ORGANIZATION

his certifies that

CHABAD OF PALMETO BAY INC
16721 SW 78TH CT
PALMETTO BAY FL 33157-3789

s exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible ersonal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Candid at a glance

GuideStar

Chabad of Palmetto Bay Inc

Palmetto Bay, FL

Is this your nonprofit?

Claim your profile for free

Learn about benefits

Mission

This organization has not provided GuideStar with a mission statement.

Ruling year

2009

Main address

16721 SW 78th Ct
Palmetto Bay, FL 33157

EIN

26-1368692

Subject area

Judaism

NTEE code

Jewish (X30)

IRS filing requirement

This organization is not required to file an annual return with the IRS because it is a church.

Chat with Candid

Is this your nonprofit? Update Now Why claim your profile? Learn about benefits

Programs and results

What we aim to solve

This profile needs more info.

If it is your nonprofit, add a problem overview.

Update Now

This organization has not yet reported any program information.

Financials

We do not have financial information for this organization.

Unlock financial insights by subscribing to our monthly plan.

Subscribe

Unlock nonprofit financial insights that will help you make more informed decisions. Try our monthly plan today.

- Analyze a variety of pre-calculated financial metrics
- Access beautifully interactive analysis and comparison tools
- Compare nonprofit financials to similar organizations

Chat with Candid

Want to see how you can enhance your nonprofit research and unlock more insights?
Learn more about GuideStar Pro.

Operations

The people, governance practices, and partners that make the organization tick.

Candid.

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Foundation Center and GuideStar are Candid.

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RESOLUTION NO. 2023-39

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT NOT EXCEEDING ONE-HUNDRED AND FIFTY THOUSAND ($150,000.00) DOLLARS FOR THE HIGHEST RANKED BIDDER TO PROVIDE A RESILIENCE ACTION PLAN; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT FOR THESE SERVICES FOR THE STATED AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE (*Sponsored by Administration*)

WHEREAS, the Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change; and

WHEREAS, the Village received funding from the State of Florida's Department of Environmental Protection's (DEP) Resilient Florida Program to create a Resilience Action Plan and Vulnerability Assessment; and

WHEREAS, the Village recognizes the need to improve the environmental well-being of its residents through sustainable and resiliency planning; and

WHEREAS, the Village issued a Request for Qualifications (RFQ) as RFQ#2023-00-004 that was issued on April 5th, 2023 and closed on Wednesday May 3rd, 2023; and

WHEREAS, the Village received proposals from Stantec Consulting Services, Inc., (SCS) and WSP USA Environment & Infrastructure, Inc., (WSP); and

WHEREAS, the Village established a Bid Evaluation Committee that met on May 9th, 2023 and evaluated the two (2) proposals received; and

WHEREAS, the Village Manager seeks approval from Council to negotiate and execute a contract based on of the recommendation by the Bid Evaluation Committee not to exceed one-hundred and fifty

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thousand ($150,000.00) dollars.

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

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

Section 2: The following firm is selected to provide a Resilience Action Plan for the Village of Palmetto Bay: WSP USA Environment & Infrastructure, Inc. (WSP).

Section 3: The Village Manager is authorized to negotiate and execute a contract not to exceed $150,000.00 with WSP USA Environment & Infrastructure, Inc., to create a Resilience Action Plan for the Village in accordance with its dedication to the environmental well-being of the community.

Section 4: Should the negotiation fail, the Village Manager is authorized to negotiate and execute a contract with the second ranked bidder, Stantec Consulting Services, Inc.

Section 5: The Resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 5th day of June 2023.

Attest:

DocuSigned by:
Missy Arocha
6A[illegible]E58C4[illegible]...

Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
[illegible]...

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
John C. Dellagloria, Esq.
[illegible]...

John C. Dellagloria
Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	ABSENT
Council Member Steve Cody	YES
Council Member Marsha Matson	YES
Vice-Mayor Leanne Tellam	ABSENT
Mayor Karyn Cunningham	YES