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, APRIL 7, 2025 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Recognition of Cub Scout Pack 314 (Jack Renaghan, Dominic Turken, Sebastian Parra, Sebastian Mejia, Levi Garcia)

   B. Recognition of Ensign Kelsey Mira (Navy's Law Education Program)

   C. Recognition of The Everglade's Foundation

D. Proclamation in honor of Education & Sharing Day (Chabad of Palmetto Bay & Deering Bay)

3. APPROVAL OF MINUTES

A. Regular Council Meeting (March 3, 2025)

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

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update: April 2025

B. Charter Revision Commission

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (January 16, 2025)

B. Education Advisory Committee Meeting (February 4, 2025)

C. Parks and Recreation Committee Meeting (February 6, 2025)

D. Resiliency Committee Meeting (November 21, 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 BUILDING PERMIT FEES; REDUCING RESIDENTIAL BUILDING PERMIT FEES BY FIFTEEN PERCENT (15%) FOR: DRIVEWAYS; POOLS; SPAS; POOL DECKS; INSTALLATION HVAC OR

REPALCEMENT OF WINDOWS AND DOORS; STAND-BY GENERATORS, AND FENCES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading-March 3, 2025, Regular Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; CREATING CHAPTER 10, SECTION 10-16 "MAYOR AND VILLAGE COUNCIL OATH OF OFFICE" OF THE CODE OF ORDINANCES; REQUIRING THAT ELECTED OFFICIALS MUST TAKE THE OATH OF OFFICE BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS AS REQUIRED BY SECTION 92.50, FLORIDA STATUTES, PRIOR TO A CEREMONIAL OATH; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading-March 3, 2025, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE HISTORY OF THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXPEND UP TO FIVE THOUSAND ($5,000.00) DOLLARS TO PRESERVE AND ILLUSTRATE THE HISTORY OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Councilmember Patrick Fiore)*

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, RELATING TO SUSTAINABILITY AND RESILIENCY; ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) DETERMINATION OF THE VILLAGE'S STANDING WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS); RECOGNIZING AN INCREASE TO RANK FIVE (#5) WHICH WILL PROVIDE RESIDENTS WITH A TWENTY-FIVE PERCENT (25%) DISCOUNT ON THEIR FLOOD INSURANCE PREMIUMS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADWAY CONSTRUCTION, LLC. TO INSTALL A SPLIT-RAIL FENCE TO REPLACE THE EXISITING FENCE LINE ALONG THE SW 148TH STREET NORTHERN PERIMETER OF CORAL REEF PARK, PURSUANT TO

INVITATION TO BID (ITB) NO. 2025-12-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($57,600.00); 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 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 TO ACCEPT THE ARTWORK DONATION PROPOSED BY SETH PALMITER, LOCATED AT 9500 SW 174TH STREET, PALMETTO BAY, FLORIDA 33157 AS AN ART DONATION TO THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE PROPOSED ARTWORK BY ARTISTS CECILIA LUEZA & RICK MUNNE, FROM CECILIA LUEZA ART PROJECTS, TO INSTALL THE ART PIECE TITLED "RADIANCE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF ISI WATER COMPANY D/B/A WATER COMPANY OF AMERICA TO PROVIDE CONSULTANT SERVICES TO ANALYZE AND MAXIMIZE THE BILLABLE UTILITY REVENUE OF STORMWATER MANAGEMENT CHARGES FOR PARCELS OF LAND WITHIN THE VILLAGE; PIGGY-BACKING FROM POLK COUNTY RFP# 24-262; 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)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PARKS AND RECREATION: TO CONSIDER THE UNSOLICITED PROPOSAL FROM DIADEM SPORTS, LLC FOR THE MANAGEMENT AND OPERATIONS OF AN INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO INITIATE THE UNSOLICITED PROPOSAL PROCESS IN ACCORDANCE WITH FLORIDA STATUES, SECTION 255.065, AND APPROVING 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 THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING THE RECENTLY IMPLEMENTED MONTHLY CAR ALLOWANCE FOR COUNCILMEMBERS; ESTABLISHING

TRANSPARENT PROCESSES FOR CONSIDERING FUTURE ELECTED OFFICIAL BENEFITS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice-Mayor Mark Merwitzer)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PURCHASE OF CERTAIN SURPLUS LANDS FROM MIAMI-DADE COUNTY, GRANTING THE VILLAGE MANGER AUTHORITY TO EXPEND FUNDS TO COVER THE COSTS ASSOCIATED WITH ACQUISITION OF SAID PROPERTIES, AND DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EFFECT THE SAME, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING TRANSPARENCY TO THE PUBLIC BY REQUIRING VILLAGE COUNCIL APPROVAL OF OUTSIDE COUNSEL THAT BUNDLES LEGAL SERVICES WITH LOBBYING SERVICES EXCEEDING $25,000; REQUIRING BILLING STATEMENTS ITEMIZING LEGAL SERVICES SEPARATELY FROM LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PUBLIC MEETINGS FOR CALENDAR YEAR 2025; AMENDING CERTAIN PUBLIC MEETINGS OF THE VILLAGE COUNCIL; REGULAR COUNCIL MEETINGS AND ZONING AND LAND DEVELOPMENT MEETINGS TO BE HELD ON THE FIRST WEDNESDAY OF EACH MONTH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, DIRECTING THE VILLAGE MANAGER TO INVESTIGATE AND REPORT TO THE VILLAGE COUNCIL POTENTIAL LAND USE CHANGES FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE SUBTROPICAL HORTICULTURE RESEARCH STATION PROPERTY AT 13601 OLD CUTLER ROAD; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT REGULAR COUNCIL MEETING (MONDAY, MAY 5, 2025 AT 7:00 PM)

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:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (March 3, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
2025-03-03 Regular-Minutes
Exhibit A-Public Comments by Form

MINUTES
REGULAR COUNCIL MEETING
MONDAY, MARCH 3, 2025 – 7:00 PM

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

Preceding the Regular Council Meeting, Mayor Karyn Cunningham and the Village Council led the following proclamations, awards, and presentations.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS:

A. Recognition of Sergeant Luis Rubio (Village of Palmetto Bay Policing Unit)

B. Proclamation in honor of Irish American Heritage Month (Sarah Kavanagh-Counsul General of Ireland in Miami)

C. Recognition of VPB Policing Unit Officers Deployed for the President's Inauguration: Sergeant Dennys Fernandez and Officer Rolando Lechuga (Rapid Deployment Force of Miami-Dade County Sheriff's Office)

D. Proclamation in honor of Women's History Month (Rose Martin-Program Director, Miami-Dade County Commission for Women)

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

Mayor Karyn Cunningham called the Regular Council Meeting to order at 7:15 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
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 Councilmember Patrick Fiore and the pledge of allegiance was led by resident, Eric Tullberg.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (February 3, 2025)

Vice Mayor Mark Merwitzer **motioned** to approve the minutes. Councilmember Patrick Fiore **seconded** the motion. The **minutes were approved (4-1)**, with Councilmember Steve Cody opposed.

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

- Jorge Pulido (16025 SW 89th Avenue Road) – urged the Council to amend the Redspeed Agreement and requested that the Village collaborate on enhancing school safety.

- Eric Tullberg (7884 SW 179th Terrace) – reported that the SW 87th Avenue bridge will be completed by May 2026 and urged the Council to install a sidewalk on SW 144th Street, near the bridge site including lowering the speed limit to 30-miles per hour. He also requested bike lanes along SW 184th Street and urged the Council to collaborate with County Commissioner Danielle Cohen Higgins.

- Vitality Falcovitch (9280 SW 167th Terrace) – explained that he feels safe within the community and urged the Council to consider a Resolution to support Ukraine.

- Linda Diamond (400 Alton Road, SoBe Cats/City of Miami Beach Registered Cat Feeder) – urged the Council to consider implementing City of Miami Beach's registered cat feeding rules that helps control cat population while helping the cats live outside with care and vaccinations.

- John Crawford (15400 SW 85th Avenue) – urged the Council to adopt and enforce regulations on electric bikes at the parks, especially during school hours and on the weekends.

- Jerry Rodriguez (7605 SW 173rd Street) – advocated for no-right turn signs at the intersection of SW 77th Avenue and SW 168th Street and Old Cutler Road and explained that he emailed the Village numerous times requesting traffic studies to be performed and urged the Council to enforce police presence during peak times of traffic.

- Andres Canosa (8306 Mills Drive) - identified himself as a professional trapper with many years of experience and explained that former Village of Palmetto Bay elected official, David Singer and resident, has made several complaints leading to two issued two citations for $1,000 each for the removal of Muscovy ducks. When he attempted to pay, the citations were found to not exist. He also faced confusion over needing to register as a trapper with the Village. He explained that he has been trying for the past four years to clear his name, but his file has disappeared. He wants written confirmation that this situation, which has followed him for five years, has been resolved from the Village.

- Ashley Diaz (11761 SW 168th Terrace) – spoke in opposition to enforcing a non-feeding ban of cats in the Village.

- Beatrice Mendosa (14641 SW 87th Court) – spoke in support of collecting traffic cameras back to the schools in the Village and urged the Council to collaborate on bringing the important subject of ICE (U.S. Immigration and Customs Enforcement). She explained that kids in the local schools are being taken by ICE and the other kids are watching that.

- Gary Pastorella (6940 SW 142nd Terrace) – it was stated that when a new Councilmember takes office, they should receive a flowchart outlining their duties and responsibilities, including an overview of their role and the specific tasks they are expected to perform.

- Carol Vega (8845 SW 178th Terrace) – reported that she has pictures of the trapper that inhumanely captured the ducks at the park.

- Bobby Joe Bracey, (10710 SW 211th Street, representative of District 8, Commissioner Danielle Cohen Higgins) – spoke opposed to the Ordinance on First Reading relating to wildlife protection that prohibits wildlife feeding and urged the Council to consider empowering volunteers to the approach of the cat population.

- Linda Robinson (15605 SW 77th Court) – explained that as the Village's first Vice Mayor and mother of Palmetto Bay urges the members of the Council to work together to remember the positive times of the early years of incorporation. She stated that when she was on Council, the elected officials shared comradery despite opposing views. She urged the Council to do the same, particularly due to the environment that the public is viewing on the dais.

- Elsa Arias (17060 SW 92nd Court) – explained that kids are fearing being taken away from their schools and families and spoke opposed to kids experiencing a disruptive learning environment in our schools. She also spoke opposed to banning feeding the abandoned cats in the community as not feeding them would leave them to starve to death.

- Karen Baez Wallis (7380 SW 141st Terrace) – spoke opposed to the Council's decision to rescind the Tanglewood Park engagement with the county and stated that the land should not be sold to third parties and reported that she has collected over 230 signatures for the Council to reconsider the purchase of the 4-folios that represent the Tanglewood Park.

- Rachel Stanton (8441 SW 180th Street) – spoke opposed to having government telling the people what to do and urged the Council to not support banning the feeding of stray cats in the community.

- Katherine Wallis (7380 SW 141st Terrace) – stated that the Village needs safe paths and spaces for routes to schools in the community and urged the Council to support

her mother's petition to consider bringing back the Tanglewood Park.

- Beverly Gerald (14271 SW 74th Court) – stated that the Village had a valid vote against the Tanglewood Park proposition and urged the Council to not bring the item back.

5. VILLAGE MANAGER'S REPORT

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

B. Police Commander Report: Lieutenant Antonio Rodriguez illustrated the CompStat Reports for the month of February 2025 and answered questions raised by the Council relating to traffic enforcement in the Village.

6. VILLAGE ATTORNEY'S REPORT

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

7. VILLAGE CLERK'S REPORT

A. Village Clerk Missy Arocha provided a calendar update for March 2025.

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (November 14, 2024)
B. Education Advisory Committee Meeting (September 24, 2024)
C. Youth Community Involvement Task Force Meeting (October 25, 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:

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO WRITTEN PUBLIC COMMENTS; AMENDING SECTION 2-49(E) OF THE VILLAGE CODE BY PROVIDING THAT THE VILLAGE CLERK SHALL READ ALOUD WRITTEN PUBLIC COMMENTS AT COUNCIL MEETINGS FOR ONE (1) MINUTE; CONTINUING TO MAKE THE WRITTEN PUBLIC COMMENTS PART OF THE RECORD OF THE MEETING; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 10A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

The following persons spoke in-favor of the Ordinance during the public hearing for a time allotment of three minutes:

- Eric Tulberg (7884 SW 179th Terrace); David Singer (8360 SW 154 Terrace); Jennifer Santino Finger (14621 SW 78th Avenue); and Beverly Gerald (14271 SW 74th Court).

Councilmember Patrick Fiore reported that the Ordinance passed unanimously by the Council on First Reading and urged the Council to support the Ordinance on Second Reading again as the passing of the Ordinance would provide the public with the opportunity to have their written public comment read out loud during a meeting by the Clerk.

Vice Mayor Mark Merwitzer announced that the Ordinance as presented is different from the way it was written in First Reading and questioned if the item would require a third reading, particularly for the verbiage caping that is more than twenty written comments are received stating the same or similar wording.

Village Attorney John Dellagloria opined that the verbiage is not considered substantial change, not requiring a third reading.

Councilmember Steve Cody **moved** to amend that a third reading of the Ordinance is not required. Councilmember Patrick Fiore **seconded** the motion.

Vice Mayor Mark Merwitzer spoke opposed to caping the comments to 20 comments and urged the Council to consider 30 comments.

Councilmember Patrick Fiore opposed increasing the comments to 30.

Councilmember Marsha Matson spoke opposed to capping comments in general and urged the Council to not support the Ordinance with the amendment of caping the comments to 20.

Mayor Karyn Cunningham called the question.

Councilmember Marsha Matson urged the Council to vote on the amendment.

Mayor Karyn Cunningham called the question on the amendment: Section 2, (e)(iii), if more than twenty (20) written comments are received stating the same or similar wording of support or denial, the Village Clerk will advise the Council and state the names and addresses of those who submitted the comment.

- Councilmember Marsha Matson - NO
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - YES

- Mayor Karyn Cunningham - NO
- Vice Mayor Mark Merwitzer - NO

The amendment failed (2-3); Councilmember Marsha Matson, Mayor Karyn Cunningham, and Vice Mayor Mark Merwitzer voting opposed.

Councilmember Marsha Matson questioned if the amendment was reverted to the original Ordinance.

Village Attorney John Dellagloria reported that the amendment directs to strike Section 2, (e)(iii) from the Ordinance on Second Reading.

Councilmember Vice Mayor Mark Merwitzer **motioned** to move to adopt that if more than (30) thirty written comments are receiving stating the same or similar wording of support or denial, the Village Clerk will advise the Council and state the names and addresses of those who submitted the comment. **The motion failed for a lack of second.**

Councilmember Marsha Matson clarified that this proposal would allow individuals to write in and have their comments read aloud for one minute.

Mayor Karyn Cunningham asked if the Council could take a vote based on the number of comments received to adjust the rules and proceedings during the meeting.

Village Attorney John Dellagloria responded that since the Council is memorializing this as an Ordinance, it must be followed as written and explained that Council may add time to the allotted comment period, but it cannot decrease the time.

Mayor Karyn Cunningham questioned if the Council body during a meeting make a decision by vote of the Council to lower the number of seconds that a comment would be read if 150 comments or more are received.

Village Attorney John Dellagloria recommended writing that policy decision into the Ordinance to avoid having a problem in the future problem, for example, Section 2, (e)(i), or as may be determined by the Council.

Councilmember Steve Cody **moved** to add the recommendation of Village Attorney John Dellagloria into the Ordinance, i.e., Section 2, (e)(i), or as may be determined by the Council. The motion was **seconded** by Councilmember Patrick Fiore.

Vice Mayor Mark Merwitzer spoke opposed to the amendment made by Councilmember Steve Cody and seconded by Councilmember Patrick Fiore and stated that all comments should receive equal time.

Village Clerk Missy Arocha urged the Council to consider adding a directive regarding how to handle written public comments that may be derogatory, defamatory toward an existing Councilmember, or contain profanity. She inquired about the appropriate course of action should such comments arise.

Mayor Karyn Cunningham called the question on the amendment of modifying and adding

the verbiage to Section 2, (e)(i), or as may be determined by the Council.

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

The **motion passed (3-2)**; Councilmember Marsha Matson and Vice Mayor Mark Merwitzer voted opposed.

Vice Mayor Mark Merwitzer **motioned** to move to add language, specifically to clause 2, no public comment shall be read that is in violation of the decorum statement pursuant to subsection 2-49(f). Councilmember Marsha Matson **seconded** the motion.

Councilmember Patrick Fiore would that suffice the suggestion made by the Clerk.

Village Attorney John Dellagloria responded yes.

Mayor Karyn Cunningham called the question on the amendment made by Vice Mayor Mark Merwitzer and seconded by Councilmember Patrick Fiore.

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

The motion passed unanimously (5-0).

Mayor Karyn Cunningham called the question on the amended Ordinance via a roll call vote.

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

The amended Ordinance passed unanimously (5-0).

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

Councilmember Patrick Fiore motioned to move item 11B out of order. Councilmember Steve Cody seconded the motion.

ITEM 11B: OUT OF ORDER

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO

BAY, FLORIDA, RELATING TO WILDLIFE PROTECTION; AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES TO CREATE SECTION 15-3 ESTABLISHING PROHIBITED ACTIVITIES AND ENFORCEMENT PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Moved by Councilmember Patrick Fiore. Seconded by Councilmember Steve Cody.

The following persons spoke opposed to the Ordinance during the public hearing for a time allotment of three minutes:

- Jennifer Santino Finger (14621 SW 78th Avenue); Cindy Hewitt (16630 SW 80th Avenue); David Singer (8360 SW 154 Terrace); Haydee Sanchez (8825 SW 178th Terrace); Carol Vega (8845 SW 178th Terrace); Beverly Gerald (14271 SW 74th Court); Madeline Hernandez (15300 SW 89th Avenue); and Maria Ines Doti (7844 SW 179th Terrace).

The following person spoke in-support to the Ordinance during the public hearing for a time allotment of three minutes: Debbie Hutchins (16100 SW 87th Avenue).

The following person spoke neutral to the Ordinance during the public hearing for a time allotment of three minutes: Andres Canosa (Express Trappers, 8306 Mills Drive).

Following the public commentary, Councilmember Steve Cody explained that he had taken the proposal put on the agenda at the February Regular Council Meeting by Vice Mayor Mark Merwitzer and made changes to it. He reported that the intention of the proposal is not to prevent individuals from feeding animals on their private property but to address feeding in public parks and spaces. The proposal would prohibit feeding animals in parks and public spaces. However, individuals would still be allowed to set up feeding stations on their own private property. Councilmember Cody emphasized that the proposal aims to prevent actions such as dumping large quantities of bird seed, such as 50 pounds, in public parks. He also noted that penalties are included in the proposal, as laws without penalties are ineffective.

At approximately 9:58 PM, Councilmember Steve Cody **motioned** to extend the meeting to 11:00 PM. Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0)**, of extending the meeting. **The motion passed unanimously.**

Councilmember Steve Cody opinioned that feeding animals at the parks is not helping the problem and urged the Council to support in making sure that animals do not get out of control, particularly on Village property.

Following Councilmember Steve Cody's report on the ordinance, he responded to questions raised by the Council.

Mayor Karyn Cunningham stated a preference for focusing on animals for which the Village has received specific complaints. She reported that the only complaint heard regarding the parks was related to the feeding of ducks. She suggested scaling the ordinance to address the specific animals for which complaints have been received, such as peacocks and ducks in public spaces. Additionally, Mayor Cunningham requested a revision to the definition of "wildlife."

Councilmember Steve Cody stated that he would consider the removal of all the animals illustrated

in the Ordinance except for ducks.

Councilmember Marsha Matson spoke in opposition to the Ordinance, stating that the proposal is redundant given that there is already state law that prohibits feeding wildlife. She expressed disagreement with the statements made in the Ordinance.

Councilmember Patrick Fiore thanked all constituents who attended the meeting in person to speak in support of or opposition to the Ordinance. He urged that wildlife be left undisturbed, commended Councilmember Steve Cody for his efforts, but stated that he would not support the Ordinance.

Vice Mayor Mark Merwitzer reported that he would not support the Ordinance due to the lack of documented evidence within the community. He suggested that the Village pursue voluntary and educational approaches and research what other cities have done regarding the matter before implementing the proposal.

Mayor Karyn Cunningham noted that most individuals she had spoken with, or who attended the meeting, were from the cat community. She clarified that while the Village does face issues with wildlife, she does not consider cats or dogs to be wildlife and referenced past incidents involving peacocks and ducks, including an incident where a child was injured by an aggressive duck. She further mentioned that many complaints are received about the feeding of peacocks in neighborhoods, though not in the parks, but in public spaces. She acknowledged concerns about various species, including peahens, peacocks, Muscovy ducks, and Egyptian geese. Aside from the parks, issues are arising in public spaces within the community, and she reported that she had personally witnessed people feeding squirrels and ducks at Coral Reef Park. She recommended that Councilmember Steve Cody meet with the Village Attorney, as the attorney is expected to bring an item related to this matter to the next Regular Council Meeting.

After Council comments, Councilmember Steve Cody announced his intent to withdraw the ordinance.

Councilmember Marsha Matson stated that a vote of the Council must be taken to consider the withdrawal of the ordinance, as the ordinance had been moved, seconded, and discussed.

Village Attorney John Dellagloria confirmed that a vote was required under Robert's Rules.

Mayor Karyn Cunningham called for a roll call vote on the **withdrawal of the Ordinance**.

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

All voted in favor (5-0) of withdrawing the Ordinance. The Ordinance was withdrawn.

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; CREATING CHAPTER 10, SECTION 10-16 "MAYOR AND VILLAGE COUNCIL OATH OF OFFICE" OF

THE CODE OF ORDINANCES; REQUIRING THAT ELECTED OFFICIALS MUST TAKE THE OATH OF OFFICE BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS AS REQUIRED BY SECTION 92.50, FLORIDA STATUTUES, PRIOR TO A CEREMONIAL OATH; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11A was moved by Councilmember Patrick Fiore. Seconded by Mayor Karyn Cunningham.

Councilmember Marsha Matson questioned if Mayor Karyn Cunningham could second an item as Chair.

Village Attorney John Dellagloria responded yes.

There were no speakers for public comments.

Councilmember Patrick Fiore stated that due to recent events in the past few months, he brought this item forward, referring to it as the "No Celebrity Swearing-In Act" and requested the Council's support for the item.

Vice Mayor Mark Merwitzer stated that given that the Village received a $6,000 legal opinion that his oath of office was properly administered, he questioned the legal sufficiency of the purpose and intent of the Ordinance.

Councilmember Patrick Fiore stated that the Council is not a court of law and would not be answering any questions. He emphasized that the Ordinance is simply stating a provision within Florida statute.

Vice Mayor Mark Merwitzer explained his support for the Village Attorney's advice and **motioned** adding an additional clause to the Ordinance to read as follows: "Alternatively, elected members of the Village Council may publicly recite the Oath of Office in the presence of a qualified individual pursuant to section 92.50, Florida Statutes and to this section, during a duly noticed public ceremony, after which the elected official shall sign a written oath document provided by the Village Clerk's Office, the qualified individual shall witness and acknowledge such signature and the Clerk shall affix the Village seal of the Village of Palmetto Bay to the oath document."

Councilmember Marsha Matson **seconded** the motion.

Councilmember Marsha Matson referred to Section 92.50, stating that the oath affidavits and acknowledgments by a judge, clerk, or other official within the state are already covered under existing law. She raised concerns that the Ordinance might be duplicating state law.
Vice Mayor Mark Merwitzer reported that his amendment would adhere to all legal pathways of the Ordinance.

Councilmember Steve Cody stated that if the ordinance expanded beyond the current legal scope, it would be outside of the body's authority, suggesting that the

proposed amendment might be illegal and referred to the Attorney General Opinion.

Vice Mayor Mark Merwitzer responded that if the proposed clause were added to the Ordinance, it would be legally correct, referencing both the state statute and the legal opinions that supported the amendment. He also mentioned the legal expertise of the attorney and expressed respect for the legal counsel's opinion.

Councilmember Marsha Matson addressed her concerns about the proposal and reported that the actions surrounding the event in question were based on falsehoods and criticized Councilmember Steve Cody for the claims he previously made and spoke opposed to the Ordinance. She argued that the Ordinance would give justification for these falsehoods and provide a rationale for continuing such actions.

Councilmember Steve Cody referred to Section 117.03 (administration of oaths), noting that the proposal would amend state law and questioned the legality of the proposed amendment.

Vice Mayor Mark Merwitzer reiterated that the Ordinance had been signed off by the attorney and supported by a legal opinion, urging the Council to respect the legal counsel’s advice when voting on the amendment.

Mayor Karyn Cunningham questioned if the Ordinance as written meets legal sufficiency.

Village Attorney John Dellagloria responded yes.

Councilmember Patrick Fiore stated that he had worked with Judge Andrea Wilson and other legal professionals and emphasized that the goal of the Ordinance was to set a standard to prevent the issues that arose in December from recurring again in the future. He clarified that the Ordinance was a simple action to ensure such an incident would never happen again, recognizing the hard work of all those elected to the Council.

Village Attorney John Dellagloria announced that the ordinance on First Reading contained scrivener's errors that need to be corrected. Specifically, the word "statutes" must be corrected in the caption, and Section 10-16(a) should be amended to read: "Elected members of the Village Council must first be administered the Oath of Office."

Vice Mayor Mark Merwitzer re-read the amendment into the record: “Alternatively, elected members of the Village Council may publicly recite the Oath of Office in the presence of a qualified individual pursuant to section 92.50, Florida Statutes and to this section, during a duly noticed public ceremony, after which the elected official shall sign a written oath document provided by the Village Clerk’s Office, the qualified individual shall witness and acknowledge such signature and the Clerk shall affix the Village seal of the Village of Palmetto Bay to the oath document.”

Mayor Karyn Cunningham called the question in favor of the amendment made by

Vice Mayor Mark Merwitzer via a roll call vote:

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

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

Mayor Karyn Cunningham called the question in favor of the Ordinance on First Reading via a roll call vote:

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

The Ordinance passed (3-2); Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO WILDLIFE PROTECTION; AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES TO CREATE SECTION 15-3 ESTABLISHING PROHIBITED ACTIVITIES AND ENFORCEMENT PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 11B was withdrawn.

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO COUNCIL RULES AND PROCEDURES; AMENDING ARTICLE II, DIVISION 2, SECTIONS 2-44 THROUGH 2-49 OF THE VILLAGE CODE OF ORDINANCES TO REVISE SECTIONS GOVERNING COUNCIL MEETINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 11C was continued to the March 18, 2025, Special Council Meeting.

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE VILLAGE HERITAGE COMMITTEE; AMENDING SEC. 2-46(e), "VILLAGE HERITAGE COMMITTEE," OF DIVISION 2, "MEETINGS," OF THE CODE OF THE VILLAGE OF PALMETTO BAY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11D was moved by Councilmember Marsha Matson. Seconded by Councilmember Patrick Fiore.

The following person spoke in-support to the Ordinance during the public hearing for a time allotment of three minutes:

- Linda Robinson (15605 SW 77th Court)

At approximately 10:57 PM, Councilmember Patrick Fiore **motioned** to extend the meeting an additional twenty-minutes. Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Marsha Matson read the mission of the Heritage Committee, and the membership terms of the committee members as outlined in the Ordinance and urged the Council to support the Ordinance.

Vice Mayor Mark Merwitzer expressed gratitude for the collaboration on the initiative with Councilmember Marsha Matson and emphasized the importance of understanding the Village's history. He noted that South Florida has a rich history, particularly from the 1970s, that needs to be shared.

Councilmember Patrick Fiore reported that he had previously suggested to the existing Manager and former Manager the idea of displaying portraits of all Councilmembers since the Village's inception at Village Hall. He acknowledged that the Heritage Committee is an important group but pointed out that staff, particularly park staff, are already stretched thin. He proposed that, if the Ordinance were changed, he would amend it to allocate $15,000 to the Manager for portraits of former Councilmembers, including Village history to be displayed at Village Hall, along with historical pamphlets. He also offered to volunteer for the project, stating that he did not believe a committee was necessary to accomplish this initiative.

Mayor Karyn Cunningham questioned how the proposal could be implemented and suggested that the $15,000 allocation might be the simplest solution. She asked if it was possible to simply make a motion for the allocation without further complications.

Councilmember Steve Cody stated that he would not support the proposal, while he acknowledged the good intentions behind it, he questioned whether discussions had been held with the schoolboard to make such historical displays available to schools in the Village and explained his doubts about the necessity of the proposal.

Councilmember Marsha Matson responded that she was not in favor of involving the schoolboard if such discussions had not yet taken place. She referenced her past suggestion regarding Perrine Academy, the first school established in the area in the Village and advocated for a continuing committee to work through the Village's history in a methodical manner. She pointed out that a $10,000 budget had been allocated for a historic marker, but progress had stalled. She expressed the need

for a resident committee to advance the marker project, citing the lack of progress and referring to similar efforts in the Town of St. Peters marker that had not been followed through.

Mayor Karyn Cunningham stated that she would not support the item, while she acknowledged the Village's great history, she emphasized that the Manager should provide clear definitions of what committees are supposed to do to avoid situations where people end up sitting around, discussing issues without accomplishing anything.

Councilmember Patrick Fiore indicated, requesting the Council's affirmative vote to allow the Manager to spend up to $15,000 to explore the history of the Village, including portraits and education materials such as pamphlets, offering his time to assist with the project.

Village Attorney John Dellagloria agreed to work with Councilmember Patrick Fiore on the matter.

The question was called in favor of the Ordinance via a roll call vote:

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

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

E. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO BUILDING PERMIT FEES; REDUCING RESIDENTIAL BUILDING PERMIT FEES BY FIFTEEN PERCENT (15%) FOR: DRIVEWAYS; POOLS; SPAS; POOL DECKS; INSTALLATION OR REPLACEMENT OF WINDOWS AND DOORS; STAND-BY GENERATORS, AND FENCES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11E was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

The following person spoke <u>in-support</u> to the Ordinance during the public hearing for a time allotment of three minutes:

- Gary Pastorella (6940 SW 142nd Terrace)

Councilmember Patrick Fiore reported that the proposal would apply to Homestead properties only.

A discussion ensued between the members of the Council and Village Manager Nick Marano regarding property owners having their property homesteaded. The Village Manager addressed all questions raised by the Council on the matter regarding homesteaded properties and the Ordinances intent.

Councilmember Marsha Matson proposed modifying the "whereas" clause on page 2 of 4 of the Ordinance to read: "New non-homesteaded residential development applying for permit(s) will not be entitled to reduced residential building permit fees after the effective date of this Ordinance."

Village Attorney John Dellagloria responded that the proposed modification could work as it aligns with the Manager's intent. He recommended passing the Ordinance on First Reading and returning with the amendments at the next meeting to ensure that the language works properly, thus avoiding the need for a third reading.

Village Manager Nick Marano stated that, over the past two years (2023–2024), the proposal would have had a negative financial impact of over $21,000. From 2024 to the present date, the negative impact would have been over $24,000. He noted that he could provide data from additional years if the Council desires, with the negative impact ranging from $21,000 to $24,000 per year.

Vice Mayor Mark Merwitzer shared that many residents had raised concerns and pointed out that several other cities offer homeowners a self-permitting option. He urged the Council to explore options available in other municipalities.

Councilmember Patrick Fiore stated that he did not amend his proposal and that his intent was for 15% reduction for homesteaded properties. He reported that he was not amendable to other verbiages except for the Council to consider adding HVAC to the Ordinance at Second Reading.

Village Manager Nick Marano agreed to review the proposal and consider adding HVAC to the Ordinance for the Second Reading.

Mayor Karyn Cunningham reported that she was initially comfortable with the proposal but had questions that were sent to the Manager. She mentioned that while the focus was initially on fences and windows for a set period, the issue had become more complicated and inquired about the total cost if HVAC were to be added and suggested considering this for Second Reading. She recommended including a provision for a yearly evaluation of the program and determined if the Council would consider a pilot program. She also noted that the cost of windows was increasing, and there might be an increase in driveway permits, which could result in the Village incurring more costs than anticipated and receiving less revenue. She suggested implementing checks and balances so that the program could be reviewed by the Council within a year, ensuring that the Village is not under-budgeting. She expressed appreciation for considering these elements for second reading.

Mayor Karyn Cunningham called the question in favor of the Ordinance on First Reading via a roll call vote:

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

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

Councilmember Patrick Fiore **moved** to extend the meeting at 11:45 PM. Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

12. CONSENT AGENDA

Village Clerk Missy Arocha reported that item 12A was not pulled from the Consent Agenda.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING VILLAGE SUPPORT OF THE DEERING ESTATE FOUNDATION FOR THE 2025 SEAFOOD FESTIVAL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared*

Councilmember Steve Cody **motioned** to approve the consent agenda, and it was **seconded** by Councilmember Patrick Fiore. **All voted in favor (5-0). The motion passed unanimously.**

13. RESOLUTIONS REQUIRING A PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF VAULT PARKING SYSTEMS CORP., TO PROVIDE VALET PARKING SERVICES FOR THALATTA ESTATE PARK 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 14A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

There was no public comment.

Procurement Specialist Alessia Bencomo reported that there is no budgetary impact, as the services will be fully paid for by event fees. She also provided the

rates for the fees.

There was no Council discussion or objections to the Resolution proposed by the Administration.

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

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAG OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF MARLIN ENGINEERING, INC. TO COMPLETE A TRAFFIC STUDY FOR TRAFFIC CALMING AT UP TO THIRTY (30) LOCATIONS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND EIGHTY-SEVEN CENTS ($48,116.87); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

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

There was no public comment.

Councilmember Patrick Fiore inquired about the inclusion of SW 78th Avenue between 139th Terrace and 141st Street, noting that he did not see it listed in the Resolution. He asked whether it was part of the three streets that had been added.

Village Manager Nick Marano confirmed that the addition of SW 78th Avenue between 139th Terrace and 141st Street had been included and would be added to the list.

Vice Mayor Mark Merwitzer provided two additional streets for consideration: SW 83rd Court near 136th Street and 81st Avenue to 152nd Street and 155th Street.

Village Manager Nick Marano announced that these streets would be added and reflected in the final document when the document is signed.

Mayor Karyn Cunningham brought up 151st Street, 80th Avenue, and 79th Avenue, stating that she would follow up.

Village Manager Nick Marano confirmed that the additions could be made but would require negotiation with Marlin Engineering.

Councilmember Marsha Matson asked if an amendment would be necessary to increase the total amount due to the additions made by the Council.

Procurement Specialist Alessia Bencomo clarified that the total could be adjusted as streets are eliminated or added, but the final total might be higher.

Village Manager Nick Marano provided the proposed amount of $61,920.81.

Vice Mayor Mark Merwitzer suggested authorizing an additional $5,000 to cover any additional costs, bringing the total to $66,920.81.

Councilmember Marsha Matson **motioned** to approve bringing the total to $66,920.81. The motion was **seconded** by Vice Mayor Mark Merwitzer. **All voted in favor (5-0). The motion passed unanimously.**

Vice Mayor Mark Merwitzer raised a concern about speeding on SW 74th Avenue and suggested that temporary traffic relief measures be considered for residents in that area.

Village Manager Nick Marano responded that speed tables could be deployed as part of a traffic calming study but noted that they would not be included in the current study if implemented immediately.

Vice Mayor Mark Merwitzer asked for a recommendation on how to proceed.

Village Manager Nick Marano confirmed that speed tables could be deployed and expressed a willingness to meet with the residents to discuss the situation further.

Vice Mayor Mark Merwitzer suggested considering other options such as street plans and the scope of service.

Village Manager Nick Marano explained that speed tables were the most common recommendation for traffic calming. However, under the interlocal agreement, the Village could also implement circles and chicanes. He noted that these measures, while effective at slowing down traffic, are sometimes controversial with commuters. He added that traffic calming measures such as circles or tables tend to be more effective than stop signs, as drivers will often disregard stop signs in the absence of a police officer.

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

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FLORIDA SIDEWALK SOLUTIONS TO INSPECT AND REPAIR SIDEWALK TRIP HAZARDS; PIGGY-BACKING FROM THE TOWN OF MIAMI LAKES ITB# 2023-36R; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER NOT TO EXCEED THE AMOUNT OF THIRTY-NINE THOUSAND SIX HUNDRED NINETY DOLLARS AND SIXTY-THREE CENTS ($39,690.63) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

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

The following person spoke in-favor of the Resolution during the public comment for a time allotment of three minutes: Eric Tulberg (7884 SW 179th Terrace).

Procurement Specialist Alessia Bencomo provided an explanation on the purpose of the Resolution and reported that the 2024-2025 sidewalk fiscal budget is not to exceed $39,690.63.

There were no Council objections to the Resolution proposed by the Administration.

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

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO AUCTION SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE VILLAGE'S PROCUREMENT CODE AND FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

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

There was no public comment.

Procurement Specialist Alessia Bencomo provided an explanation on the purpose of the Resolution and reported that the Village would not be charged to auction the property through an online public auction platform.

There were no Council objections to the Resolution proposed by the Administration.

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

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ARTICLE VI, SECTION 6.2 OF THE VILLAGE CHARTER, CHARTER REVISION; APPOINTING MEMBERS TO THE CHARTER REVISION COMMISSION FOR THE CONSIDERATION OF BALLOT QUESTIONS FOR THE 2026 GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

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

There was no public comment.

Councilmember Patrick Fiore explained that the Charter Revision Committee is by

far one of the most important committees as it conforms to Chapter 6.2 of the Village Charter.

Pursuant to Section 2 of the Resolution, titled, "Selection and Appointment of Commission Members by the Village Council", the Village Council made the following appointments during the meeting:

- Mayor Karyn Cunningham - Shelley Stancyk
- Vice Mayor Mark Merwitzer - Paul J. Schwiep
- Councilmember Patrick Fiore - David Zisman
- Councilmember Steve Cody - Brian Tannebaum
- Councilmember Marsha Matson - Marc Levy

There were no objections by the Council to the Charter Revision Commission appointments made individually.

Pursuant to Section 3 of the Resolution, titled, "Selection and Appointment of Non-Voting Commission Member and Staff Liaison, the Mayor appointed: Councilmember Steve Cody as the non-voting Commission Member and Village Clerk Missy Arocha as the staff liaison to the Commission.

There were no objections by the Council to the selection and appointments of non-voting commission member and staff liaison made by Mayor Karyn Cunningham.

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

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE ATTACHED AGREEMENT WITH REDSPEED USA FOR AUTOMATED TRAFFIC ENFORCEMENT SOLUTIONS FOR THE PURPOSES OF IMPROVING ROAD SAFETY AND COMPLIANCE WITH TRAFFIC LAWS AS IT RELATES WITH SCHOOL ZONES ONLY, THROUGH THE USE OF ADVANCED TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

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

The following person spoke opposed to the Ordinance during the public comment for a time allotment of three minutes: Gary Pastorella (6940 SW 142nd Terrace).

David De La Espriella, representative from RedSpeed explained that his address is exempt from the public record due to his background in law enforcement. He provided an overview of the Professional Services Agreement between the Village and RedSpeed and answered questions raised by the Council regarding the scope of work and service fee schedule.

Councilmember Patrick Fiore, Councilmember Marsha Matson, and Vice Mayor Mark Merwitzer spoke in opposition to the proposal and opposed the Village moving forward with the agreement.
Mayor Karyn Cunningham thanked the representative for attending the meeting and for his efforts in initiating an effort that was previously signed by the Florida Governor, HB657.

Following Council discussion, the question was called in favor of the Resolution via a roll call vote.

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

The Resolution failed (2-3); Vice Mayor Mark Merwitzer, Councilmember Patrick Fiore, and Councilmember Marsha Matson voted opposed.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING THAT THE MIAMI-DADE COUNTY FIRE DEPARTMENT CONSTRUCT A TEMPORARY ENCLOSURE AT 18198 OLD CUTLER ROAD TO HOUSE A FIRE RESCUE TRUCK UNTIL FIRE STATION 74 IS COMPLETED; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 14G was continued to the March 18, 2025, Special Council Meeting.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; EXPRESSING OPPOSITION TO THE PROPOSED DEVELOPMENT OF A MULTIPURPOSE SPORTS COMPLEX ADJACENT TO HOMESTEAD AIR RESERVE BASE; PROVIDING FOR FINDINGS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14H was withdrawn by the sponsor.

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, ADOPTING THE SENIOR ASSISTANCE FOR VETERINARY EMERGENCIES (SAVE) PROGRAM TO PROVIDE REIMBURSEMENT FOR EMERGENCY VETERINARY SERVICES OF UP TO TWO-HUNDRED FIFTY DOLLARS ($250.00) PER PALMETTO BAY LOWER-INCOME SENIOR RESIDENT TO ACCESS EMERGENCY VETERINARY CARE NOT OTHERWISE OFFERED BY MIAMI-DADE COUNTY ANIMAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14I was continued to the March 18, 2025, Special Council Meeting.

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO REQUEST AN OPINION FROM THE ATTONEY GENERAL OF THE STATE OF FLORIDA AS TO WHETHER MARK MERWITZER HAS BEEN SWORN INTO THE OFFICE OF VICE MAYOR; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 14J was continued to the March 18, 2025, Special Council Meeting.

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RE-ESTABLISHING A NEIGHBORHOOD PROTECTION COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS FOR ENHANCING NEIGHBORHOOD PROTECTION AS STATED IN SECTION 10.2 OF THE VILLAGE CHARTER; REPEALING RESOLUTION 2023-15 AND RESTORING THE PROVISIONS OF RESOLUTION 2019-87 WITH ADDITIONAL GUIDELINES; PROVIDING FOR REPORTING TO THE VILLAGE COUNCIL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14K was continued to the March 18, 2025, Special Council Meeting.

15. OTHER BUSINESS: None.

16. COUNCIL COMMENTS

Mayor Karyn Cunningham recommended moving the March 24, 2025, Zoning Hearing items to the April 21, 2025, Zoning Hearing.

Councilmember Patrick Fiore **motioned** to approve the recommendation made by Mayor Karyn Cunningham regarding moving the March 24, 2025, Zoning Hearing items to the April 21, 2025, Zoning Hearing. The motion was **seconded** by Councilmember Steve Cody.

Village Attorney John Dellagloria responded that the Village would send out courtesy notices regarding the date change of the hearing.

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

By consensus of the Village Council, the Council agreed to call a Special Council Meeting for March 18, 2025, at 6pm to consider the remaining agenda items from March 3, 2025, Regular Meeting.

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

The Regular Council Meeting adjourned at 12:00 AM.

The meeting minutes were approved on the 7th day of April 2025.

Attest:

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

Melissa Dodge

From: noreply@civicplus.com
Sent: Saturday, March 1, 2025 6:12 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] 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	3/3/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Cape Cutler Estates HOA
Email Address	capecutlerhoa@gmail.com
Address	7880 SW 181 Terrace
City	Palmetto Bay
State	FL
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.	14G

Comments (type your comments in the box below)	Opposed - Cape Cutler Estates HOA has continuously requested to be part of the planning process so that the build and the final structure have the least impact on our neighborhood and residents as possible. We believe that it's too early to vote on a temporary structure until a plan and timing on a wall/fence, landscaping and rules regarding use of lights and sirens are agreed to. Thank you
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.	*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.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, March 3, 2025 2:41 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] 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	03/03/2025
Meeting Type	*Field not completed.*
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Rene
Email Address	renegomez1984@gmail.com
Address	9153 sw 227th street
City	Cutler Bay
State	FL
Zip Code	33190
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	11B

Comments (type your comments in the box below)	Hello Everyone, I cannot believe we are still dealing with this situation about nonnative and invasive species. The bullies and usual suspects in the town and village council want to focus on people wanting animals killed. That is not the issue here. The issue here is the constant feeding that a large group of people in PB that live along 87th AVE. They continue to feed wildlife, and this is causing a major environmental issue along with disturbing the native species here. No one here wants animals killed what we want is the feeding to stop and laws enforced. Over the last year my wife and I have received treats from a fake account on FB named Alex Martinez in the group "Around Palmetto Bay" I have been in contact with the FWC with videos and photos and I am putting pressure for them to please enforce our state laws. We need to have an understanding as a community that this issue needs to stop. I don't understand how residents do not understand this and was to come with legal terms and technicalities about this. Enforce the current laws and pass out fines PB. Thank you,
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.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, March 3, 2025 4:03 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] 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	03/03/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Kelli Willis
Email Address	kellicuts@aol.com
Address	8460 SW 180 Street
City	Palmetto Bay
State	FL
Zip Code	*Field not completed.*
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	Good Evening Palmetto Bay. Please read the decorum statement every meeting. The Dias and Public need to hear it every meeting. Also Please know Febuary during the meeting sadly Racheal Stanton, Carol Vega and Haytee Sanchez gave false information in general comments and on VMMark Merwitzer wildlife failed item. Slandering neighbor and Nuisance Wildlife Control Operators aka Trappers that are

	Licensed and listed by FWC is terrible. Ms. Stanton did the same with the trappers name in email to you January 26, 2025 giving an address . No Animal abuse ever happened there or by that said Nuisance Wildlife Animal Control Operator. She did it in 2023 giving names slandering businessmen that are essential before this very council during VM Leanne Tellams Wildlife item. Carol Vega And Haydee Sanchez did it in 2020 when a nuisance wildlife operation trapped non native ducks from the canal on 178ter because they fed them making them invasive ducks and peacocks . These women are wildlife feeders and animal rescue folks. Please under no circumstance should we be slandering our neighbors, business with false allegations of any sort, false witness. Show me the evidence from Ms. Stanton, please? There is no evidence from her because it never happened. Marsha Matson and Mark Merwitzer both need to hear the decorum statement at every meeting. Marsha Matson must stop slandering her colleagues promoting such disgraceful speech. Marsha Matson encourages Mark Merwitzer and a few residents to do the same, sadly. Please consider my suggestion. Thank you.
	(Section Break)
Agenda Item No.	10 A
Comments (type your comments in the box below)	Do not support.
Agenda Item No.	11A
Comments (type your comments in the box below)	Yes, please support 11A.
Agenda Item No.	11B
Comments (type your comments in the box below)	Yes, please support no feeding wildlife with fines enforced in our parks and swales. A Warning only temporarily stops feeders. It's proven to be true here in VOPB, when a resident at 178 terrace got a warning from FWC she went back to feeding. "FWC says with warnings that two weeks later they go right back to feeding." We have seven wildlife feeders known along 178 terrace between 87ave & 94ave. Two feeders at 93 ave and 180 street who dump food at the canal on 178ter. They don't feed just solely at their property daily. We have sixteen wildlife feeders in district 3 alone. Probably more. Another feeder 180st and 84ave. Four feeders between 168 &

	184 next to old cutler road. Two feeders behind Christfellowship Church next to "The Woods." We have two feeders in district 1. Two feeders are members to the tree advisory committee. One is a councilwoman and one feeder was a member on the old resident protection committee. Feeding puts motorist in danger with peacocks, muscovy and geese flying, darting out in front of moving vehicles. Feeding puts the animals in danger. The non-native animals are invasive in the village because of the wildlife feeders now. CRP I have seen park employees feeding their lunch to the muscovy ducks. Women drive up and dump their left over cooked rice to ducks on the parking lot. I have seen cat food dumped all over this village. Please know the two wildlife feeder that live next to CRP are cat rescue, those two throw food to ducks and chickens in CRP posting it on social media. Feeding animals is animal abuse, its unlawful. Feeding wildlife don't help native animals to thrive and flourish in our Bird Sanctuary. Promoting Peacocks and Muscovy Ducks in this Village is terrible. Promoting community cats or feral cats is terrible. Both eat the youth of our state bird and other. Cat Rescue dump cats into our pine Rocklands at CRP and Deering Estate that they trap from all over Dade bring them here to our Village. Their homes are infested with cats and rats that the neighbors can't go in backyards the oder so bad. Ask our VOPB code enforcement about that or 311. We are a Bird Sanctuary and part of the Great Florida Birding trail that is situated next to our Biscayne National Park and Bay. Stop this insanity feeding wildlife destroying South Florida. Stop protecting those that feed and promoting feeding. Marsha Matson said in February meeting allowing feeding wildlife in back yards is disrespectful to animals. A bird bath and a hanging
Agenda Item No.	11C
Comments (type your comments in the box below)	11C-Do not support
Agenda Item No.	11D
Comments (type your comments in the box below)	11D-Do not support
Agenda Item No.	11E

Comments (type your comments in the box below)	11E -only supports roof, hurricane windows and doors, chain link fence discounted permit fees. Our building department must carry itself financially and we must promote safety. Wood fencing it's not hurricane resistant, it's to much landfill ! PVC fencing is hurricane resistant. Chain link last forever, very hurricane resistant. Do not support the driveways, patios, pools. We must not promote concrete. Promote green spaces.
Agenda Item No.	11F
Comments (type your comments in the box below)	11F- Yes please support.

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Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, March 3, 2025 4:06 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] 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	03/03/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Kelli Willis
Email Address	kellicuts@aol.com
Address	8460 SW 180 Street
City	Palmetto Bay
State	FL
Zip Code	*Field not completed.*
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	11G

Comments (type your comments in the box below)	11G- Do not support.
Agenda Item No.	11H
Comments (type your comments in the box below)	11H- Do not support.
Agenda Item No.	11I
Comments (type your comments in the box below)	11I- Do not support. This is terrible Marsha Matson. As a senior myself give me $250 to repair my car scratched from the peacocks you feed. I'm not paying for your dog vet services. Don't support this!
Agenda Item No.	11J
Comments (type your comments in the box below)	11J-YES! support please. We must have the Attorney General's Opinion.
Agenda Item No.	11K
Comments (type your comments in the box below)	11K-NO! Do not support 11K that old neighbor committee was absolutely terrible! We must never have a committee like that ever again. It cost 25 k, No, Do not support!
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.*

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Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, March 3, 2025 5:28 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] 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	March 3, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Patty Keller
Email Address	keller3546@aol.com
Address	9121 SW 178 Terrace
City	Palmetto bay
State	FL
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	Leave the peacocks, cats alone. Focus and dirty old men like Steve Cody behind his computer doing inappropriate things.
	(Section Break)
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.	*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.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

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AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report

Manager's Report

FINANCE

February

- The expenditures in February 2025 were $ 767,064, 3.45% of the total budget, compared to budgeted expenditures of $1,852,763, a surplus of 4.88% 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 $ 7,063,341 or 31.77% compared to budgeted expenditures of $ 9,263,815 or 41.65%. If Police were included at $923,062/month, total expenditure would be $8,909,465 or 40%. That would put the Village at a 1.65% surplus or approximately $366,847. A small amount but still a Surplus.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
2/7/2025	46304	GRANICUS, INC	GRANICUS RENEWAL 2025	$15,083.54
2/7/2025	46348	THE STREET PLANS COLLABORATIVE	SAFE STREETS AND ROADS FOR ALL (SS4A)	$70,089.91
2/7/2025	46296	BEEFREE, LLC.	FREEBE RIDE 01/01-01/31	$23,859.00
2/14/2025	46435	V & G CONSTRUCTION SOLUTIONS	FISCAL YEAR ALLOCATION FOR TRAFFIC CALMING 2024-2025	$38,020.00
2/14/2025	46360	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$19,694.25
2/14/2025	46409	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	$23,993.31
2/14/2025	46361	CIVICPLUS INC.	MEDIA CENTER STORAGE	$15,511.63
2/14/2025	46399	CORELAND CONSTRUCTION CORP.	SW 174TH STREET ROADWAY IMPROVEMENTS	$85,575.05
2/21/2025	46459	Kimley-Horn and Associates, In	DESIGN SERVICES - VETERANS PARK	$51,141.20

2/21/2025	46442	CALVIN GIORDANO & ASSOCIATES	DESIGN SUB-BASIN 57/96 DRAINAGE IMPROVEMENTS	$14,071.09
2/28/2025	46510	Kimley-Horn and Associates, In	SW 148TH STREET STREETSCAPE IMPROVEMENTS	$13,190.00
2/28/2025	46535	V & G CONSTRUCTION SOLUTIONS	FISCAL YEAR ALLOCATION FOR TRAFFIC CALMING 2024-2025	$16,000.00
2/28/2025	46493	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	$28,230.68
2/28/2025	46532	TURF TANK	PURCHASE OF ONE (1) TURF TANK ROBOTIC FIELD MARKER	$56,500.00
2/28/2025	46470	ALPHA SECURITY & FIRE ALRM SVC	INSTALLATION OF CLOUD BASED SECURITY CAMERAS FOR ALL VILLAGE OWNED LOCATIONS	$22,417.68

IT DEPARTMENT

February

1. Help Desk statistics:
    a. 500 work orders received
        I. 328 (66%) created by Village systems and cybersecurity notifications.
        II. 123 (24%) created by staff.
    b. 484 work orders closed
        I. 96% close-out rate.
2. Cybersecurity review project underway. Virtual meetings held with multiple departments. Report forthcoming.
3. Network infrastructure reorganizations underway at PBP, PS, THL, and CRP. Comcast fiber to be installed at PS, PBP, and THL.
4. Project ongoing: Network infrastructure reorganization at Village Hall. Simplification + greater cybersecurity protection.

Upcoming Goals

1. Completion of testing parks management system.
2. Completion of network reorganizations at all locations.
3. LastPass deployments at all departments and offices.

HUMAN RESOURCES

February

- 2 Recruitment Ad
  - Principal Planner (2/5/2025 – Open Until Filled)
  - Zoning Administrator (2/18/2025 – 3/25/2025)
- 5 Applications Reviewed
- 12 Interviews scheduled
  - Park Service Aide (Parks & Recreation)
- 2 Pre-Employment Meetings
- 0 New Hire
- 1 Training Sessions
- 0 Separation of Employment
- 1 Transfers/Updates/Evaluations
- 9 Vacancies

7 Full-time positions:		
Department	**Position**	**Status**
Planning & Zoning	Principal Planner (1) *In budget as Planning Division Manager*	Advertised on 2/5/2025 to open until filled
	Zoning Administrator (1) *In budget as Zoning & Licensing Specialist*	Advertised on 2/19/2025 – 3/5/2025
Public Services	Office Coordinator (1)	Pre-employment process underway (meeting on 1/23/2025).
	Administrative Aide (1)	Will advertise following the hiring of the Office coordinator
Parks & Recreation	Maintenance Worker I and II (3)	Pending job description updates
2 Part-time positions		
Parks & Recreation	Park Service Aide (2)	Pre-employment process underway (meeting on 2/18 and 19/2025).

7 Full-time positions:		
Department	**Position**	**Status**
Village Clerk	Admin. Assistant (1)	Pending directions from Dept. Director
Public Services	Maintenance Worker II (1)	Hold per VM
	Tree Trimmer (1)	Vacancy on hold by Dept. Director
	Maintenance Worker I – Facilities (2)	On Hold per VM
Parks & Recreation	Parks & Recreation Supervisor (2)	Hold by Dept. Director until FY2025-26

COMMUNICATIONS

February

- 106 FB/Twitter Postings (including event and meeting postings)
- 9,818 FB Followers
  - 85 New FB followers
- 7,179 Instagram Followers
  - 201 New IG Followers
- 5,258 Email Subscribers
- 10 Videos Produced
  - Village Council visits State Capitol
  - Mayor Message
  - Little League Reel
  - Dr. Marvin Dunn Lecture
  - Inside Palmetto Bay Full Episode
  - 5 Inside Palmetto Bay Reels
- 2 Village Vibes Bi-Weekly E-Newsletters
  - 2/4 Village Vibes
  - 2/15 Village Vibes
- 20 Promotional/Informational Campaigns – **62 Posts**
  - Teen Talks – 5 Posts
  - Artisan & Farmers Market – 3 Posts
  - Culinary Crawl – 5 Posts
  - Art South – 3 cont. Posts
  - Fruit and Flair – 3 cont. Posts
  - Art Exhibition – 3 Posts
  - Bus Safety – 1 Post
  - Hiring – 4 Posts
  - Tree of The Year – 3 Posts
  - AARP – 2 Posts
  - Holocaust Survivor – 2 cont. Posts
  - Inside Palmetto Bay – 5 Posts
  - Art South Valentine – 3 cont. Posts
  - Senior Art and Craft – 3 Posts
  - Teacher of The Year – 3 Posts
  - Safe Street – 3 Post
  - Earth Day Contest – 1 Post
  - Pickleball Picnic – 2 Post
  - Transportation Survey – 1 Post
  - International Festival – 1 Post
- Meetings Broadcast: **3**
  - 2/3 Regular Council Meeting
  - 2/24 Hybrid Zoning Council Meeting
  - 2/28 Hybrid Meeting
- Events Attended/Promoted: **12**
  - 2/27 Culinary Crawl
  - 2/25 Dr. Marvin Dunn Lecture
  - 2/25 Senior Arts & Craft
  - 2/21 Teacher of the Year

- 2/19 Tallahassee Visit
- 2/15 T-Ball Opening
- 2/15 Upright Spine Center Anniversary
- 2/13 State of the South
- 2/11 Ethics Workshop
- 2/9 Fruit and Flair
- 2/4 Rotary Club
- 2/1 Camping in the Park

➢ Baybot //User Interactions – **185**

GRANTS

February

- New Grant Applications (0)

- Closed Grants (2)
  - ➢ Tree Inventory, Phase 1 (Urban & Community Forestry Program) – received final reimbursement, pending closeout documents
  - ➢ JAG (Justice Assistance Grant)-Community – Safer Communities through Safer Children closeout confirmed, final reimbursement received

- Grants Approved (0)

- Active Grants (11)
  - ➢ Sub-Basin 11 & 41(Hazard Mitigation Grant Program)
  - ➢ Sub-Basin 43 (Hazard Mitigation Grant Program) – pending reimbursement
  - ➢ Sub-Basin 43 (State Appropriation)
  - ➢ Sub-basin 44 (State Appropriation)
  - ➢ Sub-Basin 57/96 (State Appropriation) - Agreement #LPA0359 reimbursement received 2/26
  - ➢ Coral Reef Park Trail Renovations - Recreational Trails Program (RTP) - pending RFR and closeout
  - ➢ Palmetto Bay Park Improvements, Phase 1- Florida Recreation Development Assistance Program (FRDAP) – pending RFR and closeout
  - ➢ Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – RFR submitted, pending reimbursement
  - ➢ Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – pending RFR
  - ➢ FDOT grant funding for on - demand/local transit project – meeting attended 2/19
  - ➢ Florida Recovery Obligation Calculation (F-ROC) – Abatement Activities completion due 3/31

PARKS & RECREATION

February

Palmetto Bay Park

- Ballet At the Park: Mondays - Thursday 4pm - 8pm
- Ballet At the Park: Friday Adult and Private Lessons 12pm – 6pm
- I9 Sports: on Saturdays and Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm. Saturdays 2pm - 6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Travel Softball: Stingrays. Rock Gold, Contenders, Lady Canes: Monday/Friday 4pm, 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Howard-Palmetto Baseball Softball Association Rec Ball - Monday through Sunday
- Pickleball Reservations:2
- Total Softball Games: 37
- Total Softball Practices:31
- Total Pavilion/Rec Room Rentals:12

Coral Reef Park

- Palmetto Bay Soccer games on Fridays and Saturdays: 132
- Bay Lions Soccer Club games on Saturdays and Sundays: 68
- 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: 156
- Miami Palmetto Baseball – 58
- Orange Ball and Green Ball Tennis, Tuesdays and Thursday 4pm–6:30p: 55
- Pickleball Reservations – 0
- Tennis Court Rentals: 383
- Picnic Areas/Pavilion/Gazebo Rentals:**19**
- Baurball Soccer Training, Weekdays 4-6pm
- Beast Volleyball Monday, Wednesday and Friday 5-6pm
- Camping in the Park: February 1st & 2nd

Perrine Community

- 4 Programs

Ludovici Park

- 4 Programs
- 2 Rentals
- 3 Events

Thalatta Estate

- 2 Programs
- 10 Rentals
- 10 Photoshoot

- 3 Rehearsals
- 1 Film

Fee Waivers- Requested and Granted in February 2025

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Christ Fellowship Church	Thursday, February 6, 2025	9am-4:30pm	EAF Community Room	Annual Planning Meeting	$277.50	2/3/2025
Palmetto Bay Branch Library	Third Thursday of the month starting 01/16/25	6pm-7pm	EAF Community Room	Adult Book Club	$151 per meeting	2/11/2025
Palmetto Bay Branch Library	Saturdays, 2/22, 3/8, 4/5, 5/3 2025	11am-12pm	Ludovici Park Amphitheater	Yoga classes	$53.00	2/11/2025
Palmetto Bay Branch Library	Saturday, February 22, 2025	12pm-2pm	EAF Community Room	Command the Room Workshop	$268.00	2/11/2025
MDCPS	Thursday May 1, 2025	8am-12pm	Thalatta Estate	Principal Induction Academy	$652.00	2/21/2025

2025 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Monday – Thursdays – Youth
- Ballet At the Park: Fridays – Adult and Private Lessons
- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm; Sundays 10am-5pm
- Bay Lions Soccer Club: Mondays & Wednesdays 4pm-6pm
- High School Softball games and practices: Palmetto HS, Westminster Christian School, Lourdes and LaSalle, Somerset and School House Prep
- Howard Palmetto Baseball Softball Association games (23) and practices (13 teams)
- Travel Softball: Stingrays: Monday-Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Senior Pickleball Picnic: March 20th 10am-1pm
- Kick CF Kickball Tournament: March 8th 8:30am-8pm
- Orange Bowl Florida Fast Pitch Tournament: March 13-15

Coral Reef Park

- Palmetto Bay Soccer – Friday and Saturday
- Bay Lions Soccer Club games on some – Saturday and Sunday

- Junior Team Tennis – Saturday 8am-2pm
- Phoenix Volleyball: Tuesday and Thursday 4:30pm-6pm
- Miami Palmetto Baseball Season begins January 13th, 2025
- Orange Ball and Green Ball Tennis - Tuesdays and Thursday; 4pm-630pm
- Baurball Soccer Training Weekdays 4pm-6pm
- Farmers Market – Sundays 10am-4pm
- Beast Volleyball – Monday, Wednesday and Friday; 5-6pm
- Phoenix Volleyball, Tuesday and Thursday, 5-6:30pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 5pm-6pm
- Battle of the Buns: April 5th, 2025, 5-8pm
- Tree planting, Mayor Environmentalist of the Year: April 18, 2025

Perrine Community House

- Art South Art Exhibit – March 8th 6:30 -8:30pm

Thalatta Estate

- Rental – 5
- Rehearsal - 3
- Photoshoot – 2
- Programs – 4

Ludovici Park

- Italian Classes for Kids – every Saturday at 9 AM
- Cutler Bay Community Theater – every Monday at 7pm
- Core and Stretch Class – every Wednesday at 10:30am
- VPB Library Teen Advisory – every Wednesday at 4pm
- VPB Library Book Club – every third Thursday at 6pm
- Garden Club – every fourth Tuesday at 6pm
- PBBA – Luncheon Meeting – Thursday, February 6 at 12am
- WAIVER – Jack and Jill 4/27/2025 at 9am
- PROGRAM – Invasive Species 4/12/2025 at 2pm
- Tree Giveaway: April 19, 2025, from 9-11am

Park Projects

- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 12/13/2024 submittal package for Building Department review
  - 4/2025 Release RFP
  - 5/2025 Bid evaluation and recommendation
  - 6/2025 Village Council for approval
  - 9/2025 Installation

- **Palmetto Bay Park Playground Refurbishing**
  - Execution of Design-Build Contract with Waypoint Construction January 2024
  - Currently under construction
  - Expected Date of Completion – December 2025

- **Coral Reef Park – Design-Build Recreation Center**
  - Execution of design-Build Contract with Waypoint Construction January 2024
  - Currently under construction
  - Expected Date of Completion - December 2025

- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Completed Scope of Work for Restoration and Management Plan- RFP**
    - Task 4-continue management of rock pineland
    - Prescribed burn: In consultation with Miami Dade's Division of Natural Areas Management regarding readiness and timeline for prescribed burn

- **The Woods**
  - Working on possible grant opportunity
  - Currently developing RFP

Capital Projects:

Veteran's Park
- 100% Plans Received December 2024
- Kimley Horn Currently working on permits
- RFP for construction of Phase 1 to be Released 2025
- Resolution Approving Woody Williams Foundation for the Gold Star families Memorial Monument – 2/3/2025 – Contract on progress

Palmetto Bay Park Scoreboards
- Approval by Village Council – i2 Visual, Inc
- Execute Contract 2/6/2025
- Completion with 180 days

Palmetto Bay Park – New Mower
- Projected delivery November 2025

Pickleball Center
- Currently evaluation for possible indoor facility

Parks Tractor
- Village Council approved February 3, 2025
- Purchase Order issued and ETA pending

Coral Reef Park Playground Improvements
- 12/9/24 approved by Village Council
- 1/25 processing contract and purchase order
- Awaiting manufacturing/delivery/installation dates

Skate Park – Palmetto Bay Park
- Release RFP February 2025
- Pre-submission Meeting 2/18/2025

- Received 2 Proposals on 3/17/2025

Thalatta Enclosed Pavilion Design

- 2/25 Procure a professional consultant for design of enclosed pavilion
- 3/4/2025 On-site meeting with Chisholm Architects
- 3/12/2025 Received Proposal from Chisholm Architects
- Reviewing Proposals

PUBLIC SERVICES

February

- **Freebee Ridership:**

1621 Completed Rides (C.R.)
1880 Total Passengers
Ridership has increased by 19 C.R since December and increased by 31 C.R. since January

- **IBus Ridership:**

747 A.M. Route
706 P.M. Route **Total: 1,453 Riders**
Ridership has increased by 164 since December and decreased by -224 since January

- **Facilities Maintenance Division**

115 Open Work Orders – *45 more than December* *12 more than January*
125 Closed Work Orders – *46 more than December* *39 more than January*

- **Public Works**

7 - Signs Repaired/Installed	*2 more than December*	*2 more than January*
0 - Graffiti Removal	*0 same as December*	*-2 less than January*
5 - Pothole/Shoulder Repairs	*0 same as December*	*-2 less than January*
16.36 - Tons of Debris/Trash Removal	*-8.69 less than December*	*-5.04 less than January*
40 - Drain Cleaning/Repairs (inlet tops)	*-15 less than December*	*10 more than January*
550 - Linear feet of sidewalks installed	*550 more than December*	*480 more than January*
0.00 - Paving Linear ft	*0 same as December*	*0 same as January*
10 - Sidewalks inspected	*-20 less than December*	*-35 less than January*
19 - Drainage Inspection	*-1 less than December*	*-4 less than January*
40 - Catch Basin	*5 more than December*	*20 more than January*
0 - Outfalls	*0 same as December*	*0 same as January*
645 - Linear Feet Pipe	*645 more than December*	*645 more than January*
0 - Canal Cleaning/ Clearing	*0 same as December*	*0 same as January*
0 - Flooding Investigations & Resolutions	*0 same as December*	*0 same as January*
7 - Complaints Reported to MDC	*6 more than December*	*0 same as January*
218 - Trees/Shrub Trimming/Removal	*43 more than December*	*-61 less than January*
379 - Tree & Landscaping Inspections	*154 more than December*	*-50 less than January*

Capital Projects

- SW 174TH Street Complete Streets ongoing. Type D curbs for parking stalls being finalized. Permeable pavers should arrive Mid-March and subgrade/aggregate layers being installed.
- Radar Speed Sign Installation complete for SW 174TH St (EB), SW 148TH Drive (NB), and SW 173RD Street WB. Later this month we will install an additional assembly on SW 173RD Street EB (East of SW 77TH Avenue).
- N Cartee Rd Water Main. Construction is on-going along Cartee Rd Loop. After that the contractor will mobilize to SW 68TH Avenue. MDWASD approved Field Change to shift section of WM along 68TH Avenue from swale to under roadway.
- Work on Sidewalk Repairs for FY24-25 (On-going)
- Drainage Sub Basin 57/96 completing installation along SW 158TH Street and SW 87TH Ct. Contractor to start swale preparation and pavement restoration. Anticipate substantial completion in April 2025.
- FY24-25 Traffic Calming Item approved during March Regular Council Meeting. Will issue NTP once contract/procurement process is completed.
- SS4A and Multi-Modal Transportation Master Plan projects ON-GOING. SS4A launched public outreach and websites. Public Kick-Off Workshop for SS4A was held on February 26th at Ludovici Park from 6-8pm. Handlebar & Walkabout Surveys scheduled for March 20th & 22nd. High Injury Network has been developed. Multi-modal Transportation Master Plan Update First Meeting was held on February 12th. Website launched in February. Public Outreach events have been scheduled as follows: Village Picnic – March 3rd, Walking Audit March 20th, Farmers Market – TBD, and Open House September 4th.
- Continuing Funding/State Appropriations/Grant Pursuits for Drainage Sub Basin ‘s 43, 41, 12, & 11 and SW 92ND Avenue Complete Streets Project.
- SW 82ND Avenue Bike Lanes 60% conceptual design, currently working towards permit set drawings.
- Sub Basin 42 60% of plans received; had comment review meeting February 14th. Consultant working on permit set drawings and Miami Dade County approval.
- Sub Basin 39 permit drawings still pending Miami Dade approval. The county has requested additional storm modeling.
- Finalizing installation of FY24-25 Traffic Calming Devices.
- The installation of 2 HR Parking Signs around Palmetto Bay Station has been completed.
- IBUS has been repaired and is operational.
- GIS (Stormwater and Trees Layers), accounts, training, etc., complete. Started working on Stormwater, have entered January-March 2024 data.
- Installing 25mph signs for SW 140th Drive (between SW 77th Avenue and SW 136th Street) and SW 173rd Street between SW 77th Avenue and Old Cutler Road.

Upcoming Projects - April

- ETA for delivery of Skid steer (CTL), Landscape Dump Truck, and Trailer still expected March/April 2025.
- Drainage Sub Basin 44 Expected project to start Mid-March 2025.
- Traffic data collection will start for list of FY24-25 Traffic Calming Study Locations. The installation of qualifying locations will be scheduled for FY25-26.
- Will commence sidewalk repairs (grinding) with Florida Sidewalk Solutions.

POLICE

February

- Citizen's Crime Watch of Miami-Dade County Meeting
- Southeast Florida Crime Prevention Association Meeting
- DARE class at Christ Fellowship
- Officer Friendly classes at Howard Drive, Coral Reef and Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools
- Camping in the Park event
- Resident Pam Gorman's Crime Watch Block party
- Crimes/Calls for Service:
    - 0 Auto Thefts
    - 1 Commercial Burglaries
    - 2 Residential Burglaries
    - 5 Vehicle Burglaries
    - 0 Robbery
    - 16 Domestic Dispute/Disturbance
    - 6 Baker Acts
    - 40 Crashes

April Upcoming Events

- Southeast Florida Crime Prevention Association Meeting
- Citizen's Crime Watch of Miami-Dade County Meeting
- DARE class at Christ Fellowship
- Officer Friendly classes at Howard Drive, Coral Reef, and Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools
- Baynanza Bay Clean up
- 19th Annual Deering estate Seafood Festival
- Resident Crime Watch Meeting
- Youth Crime Watch Fun Day and Award Ceremony.

PLANNING & ZONING

February

FY2024 – 2025 Budgeted Projects

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

- CRS.
  - Insurance discounts will be effective April 2025
  - Video out now on social media!
  - Working with WSP on reducing rank from #5 -> #4

- Resilience Action Plan
  - Adaptation Plan underway
  - Final Vulnerability Assessment to be completed and presented to Council for approval in May 2025, Regular Council Meeting
  - Delay date from WASD

- Village Hall Butterfly Garden
  - Phase #1 nearly complete
  - Pump station at VH 100% up & running
  - 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 chose top 4 artists to present at the March 13, 2025, AIPP Meeting

- Village Hall Solar Panels
  - Full Solar inspection complete; awaiting cost estimates of repairs from contractor

- Resiliency Committee
  - April 2025
  - Working with Committee to create educational videos on social media with help from Communications
  - New plastic recycling challenge initiated by Committee
  - Launching day of recycling drive-thru

- Recycling Drive
  - Spring Recycling Drive-Thru: April 26, 2025, all vendors confirmed!
  - New plastics challenge launching day of recycling drive-thru
  - Working with Grants to completely fund Fall 2025 Recycling Drive-Thru

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch 2025.

Reviews, Applications, and Public Meetings

- Comprehensive plan Update
  - The transmittal package was sent to the State Land Planning Agency and reviewing agencies on February 3, 2025. Met with FDOT. Working on responses to FDOT and MDC.

- Administrative Review Applications received:
  - None

- Administrative Variance Review Applications Received:
  - None

- Administrative Site Plan Review Applications Received:
  - None

- Zoning Hearing Applications Received:
  - Park View at Palmetto Bay Final Plat

- April 21, 2025 – Zoning Hering
  - Fairchild Bay Subdivision LLC rezoning AG to EM (Court Order)
  - George Casali rezoning from AG to R1
  - Park View at Palmetto Bay Final Plat
  - Jose Lopez – Variance 8-foot Fence Request
  - Moyra Zimerman & Mateo Mlikota – Variance Enclose Nonconforming Accessory Structure.

- Business Tax:
  - Renewals: 65
  - New: 5

- Building Division
  - Received 268 permits applications.
  - 262 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 456
    - Mechanical: 32
    - Electrical: 84
    - Plumbing: 58
    - Zoning: 65

Total: 695

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 25
  - Close Cases: 21
  - Citations Issued: 11
  - Special Master cases: 23

Upcoming Events

- March 3, 2025, Hybrid Regular Council Meeting
- March 11, 2025, Committee of the Whole
- March 13, 2025, Art-in-Public Places Advisory Board Meeting
- March 18, 2025, Special Council Meeting
- April 15, 2025, Special Master Hearing
- April 21, 2025, Zoning Hearing
- April 24, 2025, Resiliency Committee Meeting
- April 26, 2025, Spring Recycling Drive-Thru

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:
Monthly Attorney Report-Mar 2025

Attorney Report

March 1-22, 2025

1. Extend Consultant Agreement
2. Research Assembly Permit Requirements
3. Letter to Dr. Dunn
4. Review Solicitation Resolution from 2019
5. Review AG Website
6. Legal Opinion re: Car Allowance
7. Amend Golf Cart Donation
8. Memo re: Ethics Training
9. Village History Resolution
10. Review of County Ordinance re: Surplus Property
11. Research Unsolicited Proposals Statute
12. Review all Proposed County Ordinances
13. Amend Volleyball Use Agreement at Coral Reef
14. Review Solicitation Permit Form
15. Write Contact for Surveyor Services
16. Represent Employees at Johnson v. Fosselman Trial
17. Village Manager Opinion
18. Review Inspection Requirement for Coral Reef Community Center
19. Vice Maor Opinion

AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Charter Revision Commission
SUGGESTED ACTION:	

ATTACHMENTS:
Appointments_Charter Revision Commission 2025

2025
Charter Revision Commission

Office of the Village Clerk

March 202[illegible]

Appointment of Commission Members by the Village Council

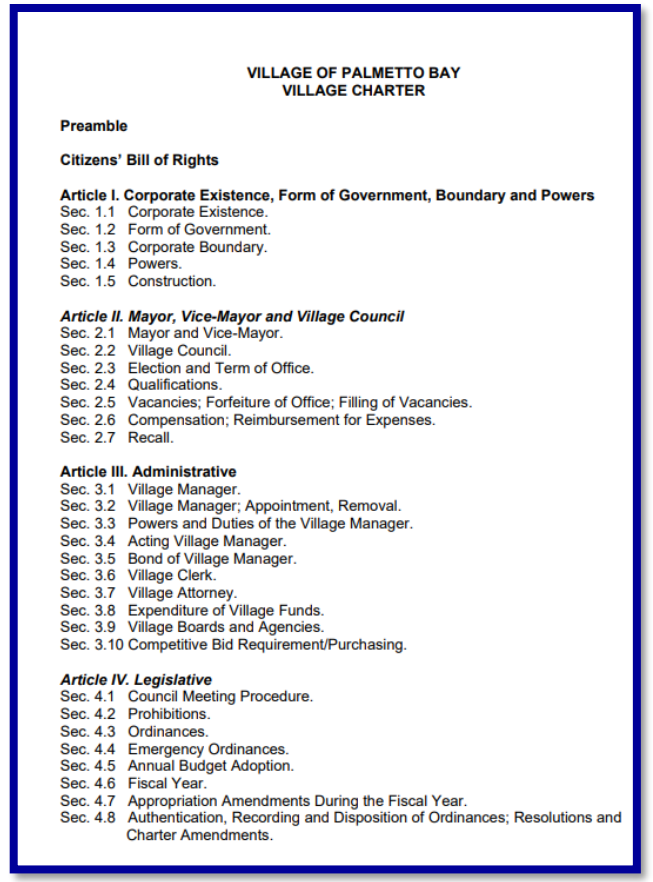
Village Council	Commission Members
Mayor Karyn Cunningham	Shelley Stancyk *Residential/District Area: At-Large*
Vice Mayor Mark Merwitzer	Paul J. Schwiep, Esq. *Residential/District Area: At-Large*
Councilmember Patrick Fiore	David Zisman *Residential/District Area: One*
Councilmember Steve Cody	Brian Tannebaum, Esq. *Residential/District Area: Two*
Councilmember Marsha Matson	Marc Levy *Residential/District Area: Three*

Non-voting Commission Member: Councilmember Steve Cody
Staff Liaison: Village Clerk Missy Arocha

Preamble

We, the people of the Village of Palmetto Bay, in order to secure for ourselves the benefits and responsibilities of home rule, in order to provide a municipal government to serve our present and future needs, do hereby adopt this Charter.

- **Click HERE for the Village Charter**



VILLAGE OF PALMETTO BAY
VILLAGE CHARTER

Preamble

Citizens' Bill of Rights

Article I. Corporate Existence, Form of Government, Boundary and Powers
Sec. 1.1 Corporate Existence.
Sec. 1.2 Form of Government.
Sec. 1.3 Corporate Boundary.
Sec. 1.4 Powers.
Sec. 1.5 Construction.

Article II. Mayor, Vice-Mayor and Village Council
Sec. 2.1 Mayor and Vice-Mayor.
Sec. 2.2 Village Council.
Sec. 2.3 Election and Term of Office.
Sec. 2.4 Qualifications.
Sec. 2.5 Vacancies; Forfeiture of Office; Filling of Vacancies.
Sec. 2.6 Compensation; Reimbursement for Expenses.
Sec. 2.7 Recall.

Article III. Administrative
Sec. 3.1 Village Manager.
Sec. 3.2 Village Manager; Appointment, Removal.
Sec. 3.3 Powers and Duties of the Village Manager.
Sec. 3.4 Acting Village Manager.
Sec. 3.5 Bond of Village Manager.
Sec. 3.6 Village Clerk.
Sec. 3.7 Village Attorney.
Sec. 3.8 Expenditure of Village Funds.
Sec. 3.9 Village Boards and Agencies.
Sec. 3.10 Competitive Bid Requirement/Purchasing.

Article IV. Legislative
Sec. 4.1 Council Meeting Procedure.
Sec. 4.2 Prohibitions.
Sec. 4.3 Ordinances.
Sec. 4.4 Emergency Ordinances.
Sec. 4.5 Annual Budget Adoption.
Sec. 4.6 Fiscal Year.
Sec. 4.7 Appropriation Amendments During the Fiscal Year.
Sec. 4.8 Authentication, Recording and Disposition of Ordinances; Resolutions and Charter Amendments.

Mission

Prepare Charter Revision Ballot Questions for the members of the Village Council to consider for the 2026 General Election, scheduled for November 3, 2026. The Commission shall be automatically sunsetted and dissolved upon completing its recommendations to the Council.



Section 6.2 – Charter Revision

A. At its first regular meeting in December 2005, and thereafter every fifth year, the Council shall appoint and fund a Charter Revision Commission (the "Commission").

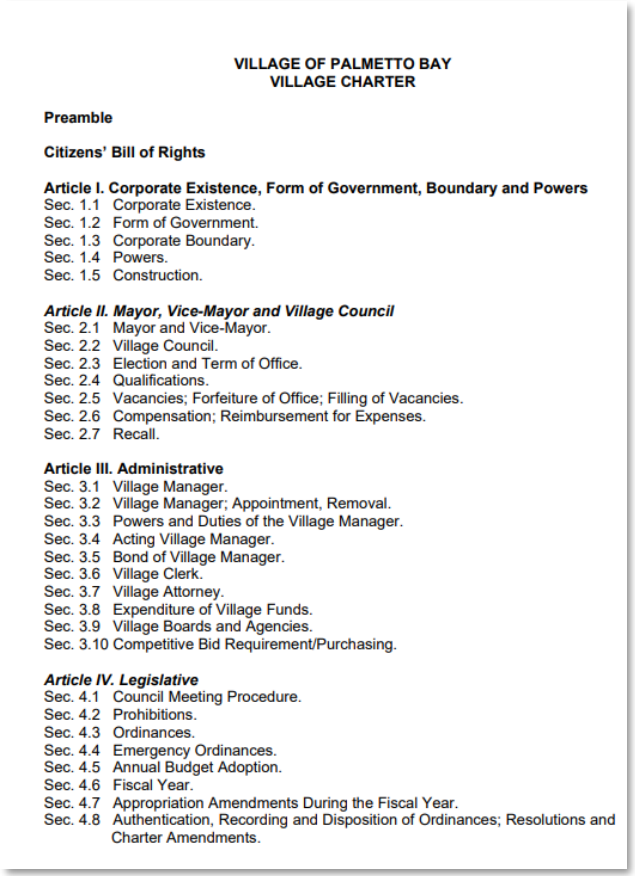
B. The Commission shall consist of five electors including one from each of the three Residential Areas. The Mayor and, Vice-Mayor shall make an at-large appointment. Each Council District Person shall make an appointment from their respective Districts. In addition, the Mayor shall appoint one person to the Commission who is the Vice-Mayor or Council member who is serving a second consecutive term, who shall serve as a non-voting Commission member. In the event a second term Vice-Mayor or Council member is not serving, the Mayor may appoint a sitting Vice-Mayor or Council member. The Mayor shall not be eligible for appointment to the Commission. The Commission shall commence its proceedings within 45 calendar days after appointment by the Council.

C. If the Commission determines that an amendment or revision is needed, it shall submit the same to the Council no later than the deadline established by the County Commission on Elections, so that the amendments or revisions can make the ballot of the next regularly scheduled election of the Village. Alternative proposals may be submitted. The Council shall submit suggested amendments and revisions to the electors of the Village in accordance with the provisions of Section 6.1, at the next regularly scheduled election.

Schedule of Meetings

The Charter Revision Commission shall meet on the **third Wednesday of every other month at 5:30 p.m.** at Village Hall for the **2025 calendar year**. The 2026 schedule will be discussed and agreed by the Commission at a later date.

- April 16th
- June 18th
- September 17th
- November 19th



VILLAGE OF PALMETTO BAY
VILLAGE CHARTER

Preamble

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Sec. 4.6 Fiscal Year.
Sec. 4.7 Appropriation Amendments During the Fiscal Year.
Sec. 4.8 Authentication, Recording and Disposition of Ordinances; Resolutions and Charter Amendments.

Applicability and Explanation of Laws

The Commission shall be subject to the State of Florida, Miami-Dade County Code of Ethics and all rules, Resolutions, and regulations present and future Palmetto Bay, including decorum, ban on political activity and advocacy in Advisory Boards and Committees, including public comment. All members of the Commission are subject to and must comply with the requirements of ***Chapter 119 (Public Records)*** and ***Chapter 286 (Sunshine)*** Florida Statutes.

For more information please visit:

www.palmettobay-fl.gov

or

Office of the Village Clerk

9705 East Hibiscus Street

Palmetto Bay, FL 33157

Phone: 305-259-1234

Email: Clerk@palmettobay-fl.gov

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Art-in-Public Places Advisory Board Meeting (January 16, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-AIPP-2025-01-16

Art in Public Places Advisory Board
In-Person Meeting Agenda
Village Hall
9705 East Hibiscus Street, Palmetto Bay, FL 33157
1st Floor Conference Room
January 16th, 2025, at 6:00 PM

MINUTES

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:03pm.
  - i. *Board Members Present*
    1. Patricia Rodriguez, Richard Cohen (arrival at 6:17pm), Gary Traczyk, Susan Feldman, Pamela Gorman.
  - ii. *Board Members Absent*
    1. None.
  - iii. *Councilmembers Present*
    1. Steve Cody (Council Liaison), Marsha Matson
  - iv. *Staff Present*
    1. Sustainability & Resiliency Planner & AIPP Staff Liaison, Andrea Candelaria
    2. Planning & Zoning Director, Javier Gonzalez
  - v. *Members from the Public Present*
    1. Milena Pedrosa, artist and resident
    2. Ariel Pedrosa, artist and resident

II. Public comments, including comments from Village Council, Manager or staff.

- None

III. Approval of Meeting Minutes- November 14, 2024

- Board Member Susan Feldman motioned, Board Member Patricia Rodriguez seconded, all voted in favor.

IV. Old Business

- *Election of AIPP Secretary*
  - i. Staff Liaison Andrea Candelaria asked if any members were to reconsider their option to volunteer for Secretary.
  - ii. No members volunteered to become Secretary.
- *Update on Addison Townhomes Development Art*
  - **i.** Councilmember Marsha Matson commented that there was no Atala butterfly on the mural. Staff Liaison Andrea mentioned that she would reach out to the contractor for questions.

V. Discussion of agenda items

- *A) SW 152 Street & Old Cutler Road Traffic Circle top 4 artists*
  - i. Staff Liaison Andrea Candelaria explained to the Board that today's meeting is mainly to select the top four artists to invite to Village Hall in March 2025.
  - ii. Chair Gary Traczyk also mentioned to the Board that for these artists it is important to look for artists who have great resumes but also who have had experience with these projects before.
  - iii. Board members were asking for specific requirements that the Call to Artist had applicants fulfil. Staff Liaison Andrea Candelaria mentioned that

the Call had the theme of environmental stewardship, something the Village prides itself in.

iv. Chair Gary Traczyk presented his laptop with the different artists who applied to the Call to Artist. Board members discussed various traits and qualities of the artists.

v. The Board finalized the top 4 artists to invite to Village Hall and present their 3D maquette proposal:
    1. Gus & Lina Ocamposilva
    2. Ray King
    3. Owen Morrel
    4. C. Lueza

vi. Board Member Rick Cohen moved for these names to be offered to come to Village Hall and present. Board Member Patricia Rodriguez seconded, all voted in favor.

VI. New Business

- None.

VII. Requests for assistance to Village Council and Village Manager

- None.

VIII. Selection and list of discussion for next meeting scheduled for March 13th, 2025, at 6:00 PM.

- Chair Gary Traczyk mentioned he would advise Andrea on his presence for the next meeting,

IX. Adjournment

- Board Member Pattricia motioned to adjourn. Chair Gary Traczyk seconded, all voted in favor.
- Meeting adjourned at 7:17pm.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Education Advisory Committee Meeting (February 4, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-EAC-2024-02-04

EDUCATION ADVISORY COMMITTEE MEETING
Tuesday, February 4, 2025 | 6:30 p.m.
Village Hall Municipal Center | 9705 East Hibiscus Street, Palmetto Bay, FL 33157

1. **Welcome, Call to Order, In attendance**
   Chair Pulido called to order meeting, welcoming new member Sharon Shelley.
   In attendance:
   - Sharon Shelley - New Member
   - Natalie Granda - Member
   - Steve Cody - EAC Liasion
   - Olga Cadaval - Village Liasion
   - Sofia De La Grana - School Board District 9 Representative
   - Jorge Pulido - EAC Chair
   - Mark Merwitzer - Vice Mayor

2. Approval of Minutes - submitted via email for approval

3. Public Comments
- Vice Mayor welcomed Sharon Shelley as new committee member
- Exchange between Vice Mayor and Chair Pulido

Introductions:
1 - Sharon Shelley - New Member
2 - Natalie Granda - Member
3 - Steve Cody - EAC Liaison
4 - Olga Cadaval - Village Liaison
5 - Sofia De La Grana - School Board District 9 Representative (hybrid)
6 - Jorge Pulido

4. Updates
a. District - no one in attendance
b. Region - no one in attendance

c. School Board -
- Sofia shared enrollment at a glance data for village schools. She will share with Missy to share with the committee.
- Chair Pulido requested data from 10 years back to see historical trends.
- She will also share the legislative agenda.
- They are working with the superintendents office to send and share resources for parents and families in regards to changes in immigration laws.

- Meetings and facilitation to make sure everyone is knowledgeable and families are supported. Region is training teachers on being the front line. Member Shelley asked if ICE can come into schools and the response was that raids cannot be conducted without a court order.

d. PTA - no one in attendance or receive any communications to share.

e. Village Council/Liaison - will update on item 6b

5. Old Business

What if they do have a court order?
Are we going to spend village dollars to carry out federal policies?
Can we bring a recommendation to the council that the village will not support any actions by ICE or immigration authority without a court order. We can prioritize and discuss further at the next meeting.

Member Shelley mentioned a comment at the TOY Dinner inspired her to think about whether there is something we can do to help students feeling scared given the changes.

6. New Business

a. Legislative Priority Package from Luisa Santos request to be made from Chair Pulido
b. Black History Event with Dr. Dunn - market event to community
c. School Zone Cameras - 1st reading of ordinance passed and now needs a 2nd reading. New agenda item - invite Village Attorney to provide background and guidance on recommendation.

7. Recommendations to Council

8. List of Discussion Agenda Items for Next Meeting

1-Recommendation for Resolution supporting schools, teachers, and students in reference to migrant populations.
2 - School Zone Cameras

9. Next Meeting will be February 25th at 6pm.

10. Before Adjournment -

Member Granda requested help from the Village in getting the word out to village residents about volunteering for ReadingPals at Perrine Elementary.

Member Shelley asked for clarification on Sunshine Laws.

10. Motion to Adjourn at 8:05pm *Prepared by: Member Natalie Granda*

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Parks and Recreation Committee Meeting (February 6, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-PRCO-2025-02-06

MINUTES
PARKS & RECREATION COMMITTEE
Thursday, February 6, 2025
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 7:00 PM.

   Committee Members in Attendance:
   Leo Llinas, Chair
   David Greenwell
   Sheila Frazier – Secretary
   Marc Levy
   Fanny Carmona, Parks & Recreation Director
   Patrick Fiore, Council Liaison
   Marsha Matson, Council representative
   John Dellagloria, Village Attorney

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

   The Village Attorney introduced the new committee member, Marc Levy, appointed by the Vice Mayor. The attorney also provided information that we are governed by Sunshine Law and a code of ethics.

3. **APPROVAL OF MINUTES**
   A. Thursday, December 5, 2024

      David Greenwell questioned the secretary about item 2A as he did not recall the discussion.

      Marc Levy listed he and his family's involvement with programs in both parks and living a block from Palmetto Bay Park.

4. **OLD BUSINESS:** None

5. **DISCUSSION OF AGENDA ITEMS**

   Fanny presented additional information and an example of commemorative/dedication bricks for a fee to offsite costs. She will provide at our next meeting with the installation cost. The location of the pavers is by the picnic tables to replace the mulch.

Fanny is working on a solution for the rain runoff from the concession stand which then drains onto the playing fields.

The netting agreement in Palmetto Bay Park is 75% completed with a status report at next meeting with funding.

New scoreboard was approved by council and ordered.
Coral Reef Park's Community Center and the conversion of pickleball courts are on schedule.

Art installation is being cleaned.

Application for tree removal has been sent to DERM.

6. NEW BUSINESS

A. Update on the Million Orchids project which the village initiated with Fairchild Tropical Botanic Garden at the time of the pandemic which may have caused a postponement. Fanny will be present at next meeting.

Marc brought up his experiences of registering his children for tennis lessons or other parks programs not being online. Fanny happily explained it will be happening! He also observed gates to the parking lot were sometimes closed while programs are still ongoing causing difficulty in picking up children.

It is observed that the Palmetto Bay Park path has blind spots with lighting making it unsafe. Patrick gave a brief history and status about the Linear Park proposal in his district reporting that the property is in the hands of the County.
Fanny reminded us that the Village picnic is March 1, 2025, and Flyers for Wall of Fame nominees is now on the bulletin board at Palmetto Bay Park

7. **SELECTION AND LIST OF DISCUSSION ITEMS FOR THE NEXT MEETING**
    - Thursday, March 6, 2025, at 7:00 p.m. at Village Hall

8. **ADJOURNMENT:** The meeting adjourned at 8:00 p.m.

AGENDA ITEM NO. 8.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (November 21, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Resiliency Committee Meeting-2024-11-21

MINUTES
RESILIENCY COMMITTEE MEETING
THURSDAY, NOVEMBER 21, 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 6:09 PM.**
   - **B. Committee:**
     - **i. The following members were in attendance:** Andrea Candelaria (Resiliency Staff Liaison), Suzette Irizarry (Resiliency Committee Chairperson), Lasaly Changkachith (Secretary of Resiliency Committee), Committee member Heidi Faller, Committee member Mohammad Taha, Leann Tellam (Council member Vice Mayor)

2. **Public Comments, including comments from Village Council, Village Manager, or staff**.
   - **A.** A youth attended from Troop 314 attended meeting for Communications MB. Scout which is an Eagle Scout required merit badge.

3. **Approval of Meeting Minutes**
   - **A.** Thursday, September 19, 2024
   - **B.** Consensus for approval.

4. **Old Business**
   - **A.** Discuss one item under *Part C - Social Media*

5. **Discussion of Agenda Items**
   - **A.** Transition preparation - Council Liaison *(Council Liaison Vice Mayor Tellam)*
     - **i.** Vice Mayor Tellam is coming off as Council Liaison. Committee Chair Irizarry was appointed by the Vice Mayor, therefore she was advise that she may reapply for the committee position.
     - **ii.** Vice Mayor Tellam proudly shared how Village of Palmetto Bay Resiliency Committee is having a significant impact.
     - **iii.** Procedurally December 5th for new Vice Mayor will appoint new people to the committee.
     - **iv.** All committee members provided positive feedback on Vice Mayor's leadership, guidance, and assistance to the Resiliency Committee.
   - **B.** Annual Clean-up Initiative *(Staff Liaison Candelaria)*

- Staff Liaison Candelaria attended a Bay Back Cleanup meeting at the Town of Cutler Bay. Liaison Candelaria made connections with a UM graduate who works for Friends of Biscayne Bay. She asked if the Resiliency Committee would like to establish a Village-own clean up.
- A partnership initiation. Contact is Scott, a UM graduate, and liaison of Friends of Biscayne Bay.
- A discussion ensued to make a Village of Palmetto Bay's own beach/shoreline annual clean up. Examples of various clean-ups that already exist:
    i. A youth from Royal Harbor Yacht Club started a mangrove cleanup.
    ii. Boys and Girl Scouts are major contributors to trash clean ups around our beaches and shorelines.
    iii. Deering Estate also arranges some occasionally.
- A suggestion to adopt one of these as a Village own event versus having to organize our own.
- Consider the village-own cleanup as possible addition to the Resiliency/Sustainable award through participation.
- Secretary Lasaly volunteered to be a point of contact to continue discussion with the Friends of Biscayne Bay. Questions to ask if there are events already set up.
- Vice Mayor Tellam will circle around to the youth at Royal Harbor Yacht Club who organized the mangrove cleanup.
- Chair Irizarry express interest and delighted surprise in all the different events within and near our community. She inquired about improving their visibility to the Village of Palmetto Bay community. Staff Liaison Candelaria informed of the various forms of communications done by the VPB Communications Department:
    i. Village website calendar
    ii. Social media (Instagram, Tik-Tok, FaceBook, etc.)
    iii. Village Vibes Newsletter
    iv. YouTube informational videos called "Inside Palmetto Bay"
- Select a date and preference is fall time.

C. Social media topics to share with the public *(Chair Irizarry)*

- This was tabled from a previous meeting.
- Chair Irizarry suggested bringing awareness of what our community members are doing to make our community more resilient s.a. the youth working on the Turtle Team or learning about our ecosystem such as the mangroves.
- Suggestions: Green Topic of the Month, presentation turned into 1-minute videos. All in committee agreed to a monthly topic.
- Ordinance provides defines purpose of committee, therefore using it to define monthly topics from Resiliency Committees. Committee Taha's presentation that stood out was permeability of surface.
    i. Ordinance 2022-05: ... Issues the committee shall address include but not be limited to (i) sea level rise; (ii) drinking water; (iii) canals; (iv) stormwater; (v) coastal ecology; (vi) architecture mitigation; (vii)

septic to sewer; (viii) flood mitigation; (ix) natural habitats; and (x) preserving Biscayne Bay.

- A discussion ensued on what is the timeline for the producing an informational video. The proper procedure would be working with Staff Liaison Candelaria and the VPB communication staff by submitting a request. Then working with staff on the script and selecting a day and time to film.
- Resiliency committee members would like to participate in the informational videos as per ordinance to identify, study, and recommend policies and programs that strengthen the Village's sustainability and resiliency. Therefore, having our volunteers participates
- Committee member Taha was nominated to create the next informative video for February.
    i. Prepare talking points.
- Purpose of the informational videos is informative.
- A query by Committee member Faller was made on whether communication staff receives suggestions through the Village website on environmental topics. Is there a function on the website for community members to submit topics, or an 'ASK US', or survey link to ask a "suggestion box survey"?
- Suggestion of email template change.
- A discussion on about the Village website can become or what would benefit the community. Resiliency Liaison informed that the Village has a sustainability page.
- A discussion ensued on which social media platforms work best to getting the message out to the youths.
- Vice Mayor Tellam reminds the committee that there are grey areas where other Village Boards will s.a. Landscaping Committee and Tree Board will overlap with the Resiliency Committee's ideas.

6. New Business

A. Resilience Action Plan
   a. Steering committee is Dec. 10th
   b. Wed. Dec. 11th, open to the public and public comment
   c. Working to start in February 2025
   d. Kudos to Andrea for doing an excellent

B. State of the Village Address at Thalatta Estate on Dec. 11th @ 7:30PM

C. Fall Recycling Drive Statistics
   a. A request for a flyer (half page size) to distribute to the neighborhood.
   b. Informed that these flyers should be posted on doors as it is illegal to be placed in mailboxes. Verified laws on US Postal website:
      i. No part of the mail receptacle may be used to deliver any matter not bearing postage, including items of or matter placed upon, supported by, attached to, hung from, or inserted into a mail receptacle.

D. Other

a. Per ordinance and rules, Chairperson Suzette Irizzary was nominated by Vice Mayor Tellam and, therefore, she cannot continue as chair at the next meeting. She can reapply, or be reappointed by the in-coming Vice Mayor. Thus, committee will need to reappoint new Chair.

7. **Request for assistance to Village Council and Village Manager**
   A. No requests were made

8. **Selection and list of discussion items for the next meeting scheduled for Thursday, February 20, 2025, at 6:00 PM.**
   A. A request to move the meeting to February 27th. Committee members agreed to the change.

9. **Adjournment 7:21 PM.**

Written & Prepared by Resiliency Committee Secretary L. Changkachith

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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 BUILDING PERMIT FEES; REDUCING RESIDENTIAL BUILDING PERMIT FEES BY FIFTEEN PERCENT (15%) FOR: DRIVEWAYS; POOLS; SPAS; POOL DECKS; INSTALLATION HVAC OR REPALCEMENT OF WINDOWS AND DOORS; STAND-BY GENERATORS, AND FENCES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading-March 3, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Reducing Building Permit Fees

Attachment A -PermitFeeReduction

ORDINANCE NO. 2025- _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; REDUCING RESIDENTIAL BUILDING PERMIT FEES BY FIFTEEN PERCENT (15%) FOR: DRIVEWAYS; POOLS; SPAS; POOL DECKS; INSTALLATION HVAC OR REPALCEMENT OF WINDOWS AND DOORS; STAND-BY GENERATORS, AND FENCES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, the Village of Palmetto Bay is authorized by state law to charge fees for the issuance of building permits and to recoup costs associated with the processing of building permit applications, permit plan reviews and inspection services provided by the Village; and

WHEREAS, the Village, pursuant to section 4.3(A)(5) of the Village Charter, may set service or user charges for municipal services or grant administrative authority to set such charges; and

WHEREAS, on June 6, 2016, the Village Council passed and adopted Ordinance No. 2016-15, which amended the Permit Fee Schedule with an across the board Five Percent(5%) reduction of permit fees, excluding from the reduced fees new residential development; and

WHEREAS, on May 7, 2018, the Village Council passed and adopted Ordinance No. 2018-06, amending the Permit Fee Schedule to apply the Interim Proprietary and General Services Fee; and

WHEREAS, on November 5, 2018, the Village Council passed and adopted Ordinance No. 2018-15, which amended the Permit Fee Schedule with an across the board Two Percent (2%) reduction for residential permit fees; and

WHEREAS, this Ordinance will reduce the following residential building permit codes by Fifteen Percent (15%) for the following: Driveways, pools, spas, pool decks, the installation or replacement of windows and doors, stand-by generators, and fences; an

WHEREAS, new residential development applying for a permit(s) will not be entitled to reduced residential building permit fees after the effective date of this Ordinance.

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. Residential building permit fees for the following shall be reduced by 15%

(i) Driveways;
(ii) Pools;
(iii) Pool Decks;
(iv) Spas;
(v) Installation or replacement of windows and doors;
(vi) Stand-by Generators;
(vii) Fences.
(viii) Use of HVAC

Section 3. Schedule "A" of the Village's fee schedule shall be amended to reflect the reductions approved by this Ordinance**.**

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this 3rd day of March, 2025.

PASSED AND ADOPTED ON SECOND READING this 7th day of April, 2025.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
John C. Dellagloria
Village Attorney

VOTE AT FIRST READING:

Councilman Steve Cody _____

Councilman Patrick Fiore _____

Councilwoman Marsha Matson _____

Vice Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

FINAL VOTE AT ADOPTION:

Council Member Marsha Matson _____

Council Member Steve Cody _____

Council Member Patrick Fiore _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

VILLAGE OF PALMETTO BAY



FEE SCHEDULE

AMENDED MARCH 2025

Code	BUILDING PERMIT FEES	Building Fee
BP102A	Upfront processing fee non-refundable (Required for all permit applications)	$ 104.5
BP102B	Minimum fee for all Building Permits (Greater than $2000 in cost)	$ 149.15
BP102CO	Interim Proprietary and General Services (required for all permit applications and assessed monthly from CO issue date until ad-valorem taxes are assessed)	$0.03 per SF
	New Building/ Additions (residential) New construction for single family residences including all trade associated fees:	
BP107	0-500 square feet	$1065.90
BP108	501 square feet or greater (maximum fee amount $ 150,000)	4% of cost
	Alterations (residential):	
BP111A	Kitchen or Bath (New Cabinets and/or Replacement of fixtures) up to $25,000 cost	$ 619.4
BP111B	Kitchen and Bathroom Remodeling combined up to 25,000 cost	$ 884.45
BP110	All other Alterations exceeding $25,000 (maximum fee amount $ 125,000)	3.8% of cost
BP113	Repairs due to Fire Minimum fee	$ 568.10
BP114	Repairs due to Fire (maximum fee amount $ 250,000)	4% of cost
BP126	Shade Houses per 100 square feet or fractional part thereof	$ 84.55
	Tents (10'x10' or greater): (Inclusive Electrical & Plumbing Permits)	
BP130	0-300 square feet	$ 248.90
	301 square feet or greater	$ 429.40
	New Construction/ Additions- Commercial (per sq. ft., includes permit fees for all trades:	
BP112	0-1,000 sq. ft.	$713.00
	1,001 sq. ft. or greater (maximum fee amount $ 500,000)	5% of cost
	New Construction (Shell only)- Commercial (per sq. ft.) includes permit fees for all trades:	
BP112A	0-1,000 sq. ft.	$475.00
	1,001 sq. ft. or greater (maximum fee amount $350,000)	3% of cost
BP112B	Alterations-Commercial Minimum fee	$760.00
	Alterations-Commercial (maximum fee amount $ 500,000)	5% of cost
RP113	Parking lots-Minimum fee:	$167.00
RP114	Resurfacing of Parking lots	$.05/ sq. ft.
RP115	Resealing of parking lots	$.03/sq. ft.
	Slabs:	
RP116	Driveway/Slabs only (Residential)	
	a) 0 - 500 square feet	~~$ 94.50~~ $ 80.30
	b) 501 and above	~~$ 150.95~~ $ 128.31
RP116B	Each Approach (Residential)	
	a) Up to two approaches	~~$ 59.25~~ $ 50.35
	b) 3rd. approaches or more	~~$ 107.25~~ $ 91.15
RP116C	Sidewalk only (Residential per residence)	$ 68.25
	Roofing/Re-Roofing/Roof repair:	
RF01	Minimum Fee/ Upfront fee	$ 113.05
RF02	All roof types	$ .156/ sq. ft.
	Fences and/or Walls:	
	Wood or chain link fences	
RP118A	Temporary Fence Fee (commercial/construction fencing)	$ 157.00
RP118	Minimum Fee	~~$ 150.00~~ $ 127.40
RP117	0-500 linear feet	~~$0.52/lin. Ft.~~ $ .45 /Lin. Ft.
	Per additional 500 linear feet increment	

			~~$ 210.00~~ $ 178.50
RP119	Masonry or Ornamental iron fences		~~$ 631.75~~ $ 536.99
	Per 100 linear feet or increment thereof		~~$ 167.20~~ $ 142.12
	Swimming Pool, Spas and Hot Tubs (inclusive of all trade permits):		
SP01	a) Pools, Spas and deck (residential)		~~$ 677.25~~ $ 575.66
	b) Pools, Spas and deck (commercial)		$1,425.00
SP01A	Spa/hot tub only		$ 463.50
SP02	Repair of swimming pool/spa per trade required		$ 107.25
SP04	a) Pool Resurfacing (residential)		$82.50
	b) Pools, Spas and deck (commercial)		$ 236.00
	Demolition of Building (per structure):		
DP01	Interior demolition only (residential)		$ 429.40
DP02	Partial demolition (commercial)		$ 903.00
DP03	Total demolition		$1,330.00
	Installation or Replacement of Windows or Doors:		
Wn01	Minimum Fee (up to 10 openings)		~~$ 158.65~~ $ 134.85
Wn01A	Each additional opening		~~$ 5.20~~ $ 4.42
SD20	Ornamental Iron Security bars		$ 171.95
	Screen Enclosures/Canopies/Awnings and Aluminum Roofs:		
BP135	Screen Enclosures		$ 429.40
BP136	Free standing canopies/Trellises		$ 203.30
BP137	Awnings/Canopies (Minimum fee $175.00)		$ 36.10/awning
BP138	Repair Awnings and Canopies (Minimum fee $175.00)		$22.80/awning
BP140	Temporary Trailer for Construction (1 year permit)		$ 713.00
BP141	Trailer Tie Down		$ 143.00
BP142	Renewal Permit for Trailer		$475.00
********	Sign Permit Fee		
SI01	Fee per sign (up to 3 signs per fee) Non-Electrical		$ 380.00
EL50	Electrical fee for signs (up to 3 signs per fee) (Inclusive of Electrical)		$ 404.00
	Shutters		
WN05	Up to 10 openings		$ 126.35
	11 openings or greater		$ 8.55/opening
CH01	Chickee Hut (no trades)	None	
RG01	Gutters (Residential)		$ 135.85
BP125	Utility Sheds (All sizes)		$ 126.35
	Stand-by generators (inclusive of all trade fees)		
GP01	20 kw or less		~~$ 555.75~~ $ 472.39
GP02	21 kw or greater		~~$ 902.50~~ $ 767.12
BP106A	All work whose value does not exceed $ 500 (all inclusive)		$ 47.50
BP 106B	All work whose value exceeds $ 501 but less than $ 1,000 (all inclusive)		$ 80.75
BP106C	All work whose value exceeds $ 1,001 but less than $ 2,000 (all inclusive)		$ 142.50
	Temporary Platforms and Bleachers for Public Use (three months or less)		
BP131	For every 100 sq. ft. of platform or seating area		$ 10.00
	New Construction other than specified		
BP112C	Minimum fee $250.00 (maximum fee amount $ 500,000)	6% of Building Cost	
BP112D	Flooring Fee (Commercial per unit)		$ 118.75
	GENERAL INFORMATION ON SPECIAL FEES, REFUNDS, EXTENSIONS, AND CANCELLATIONS:		

BP01	DOUBLE FEES: When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of 100% of the usual permit fee in addition to the required permit fee established herein plus one hundred dollars ($100.00) as per code of Miami-Dade County Chapter 8 Section 8-12 (c). The payment of the required fee shall not relieve the applicant of other penalties established by law. The double fee requirement shall be applicable to all divisions of the building department.		Double permit fee plus $ 100.00
BP02	For the second offense of doing work without a permit, the permit applicant shall be required to pay twice the double permit fees plus two hundred dollars ($200.00)		Double permit fee plus $ 200.00
BP03	Each offense thereafter, the permit applicant shall be required to pay twice the double permit fee plus five hundred dollars ($500.00)		Double permit fee plus $ 500.00
BP05A	LOST PLANS AND PERMIT CARD FEE:		
	LOST PLANS: When plans for new buildings and additions are lost by the owner or contractor, a recertification fee will be required to review, stamp, and approve a new set of plans as a field copy.		Cost of reproduction and 30% of original permit fee
BP12	LOST PERMIT CARD FEE: A replacement fee shall be charged for the loss of a permit inspection record card after a permit has been issued.		$45.60
	REFUNDS, TIME LIMITATION, CANCELLATIONS:		
BP14	The fees charged pursuant to this schedule may be refunded by the Village of Palmetto Bay, subject to the following: a. No refunds shall be made on requests involving: 1. Permit fees for $100.00 or less; or 2. Permits revoked by the building official or the director of the building department under the authority granted by the Florida Building Code, or permits cancelled by court order, or conditions permits; or 3. Permits which have expired; or 4. Permits under which work has commenced as evidenced by any recorded inspection having been made by the building department; or 5. The original permit holder when there is a change of contractor; or 6. Upfront fees		
BP15	b. A full refund less $100.00 or 50 % of the permit fee, whichever is greater, rounded to the nearest dollar, shall be granted to a permit holder who: Requests a refund, provided; 1. That the building department received a written request from the permit holder prior to the permit expiration date; and 2. That the permit holder submits with such request that the applicant's validated copy of such permit; and 3. That no work has commenced under such permit as evidenced by any recorded inspection and/or field inspection.		
BP16	Where there is a *change of contractor* or qualifier involving a permit, the second permit holder shall apply a fee to cover the cost of transferring the data from the original permit to the second permit.		$ 158.65
BP17	c. A fee shall be paid by the permit holder who submits a written request for a *permit* extension as authorized under the Florida Building code		$ 90.25
BP18	d. Where a permit has been found null and void pursuant to Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any reapplication fee for a permit covering the same project and involving the same plans, provided that the complete reapplication is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in his section.	50% of the original permit fee	
BP117	e. A fee of $200.00 shall be charged to renew and close expired permits previously issued by the Miami-Dade county, provided that the applicant submits to the village of Palmetto Bay's building official an affidavit from a registered architect or engineer that satisfies the requirements of the Florida Building Code to renew and close the expired permit, and that the affidavit includes evidence that the construction was completed to March 1, 2002.		$ 180.50
BP117a	f. A fee of $50.00 shall be charged for each site inspections to close expired Miami-Dade County permits where the work was never initiated, and a building permit or an engineering or architect letter is not required, pursuant to (e) above.		$ 46.55

BP-04	INSPECTIONS/ PLAN REVIEWS REQUIRING OVERTIME: g. Charges for construction inspections or plan reviews which are requested shall be paid in advance.	$ 380.00 on a regular weekend or $ 665.00 holiday weekends	
BP-04a	Partial inspection requests shall incur an additional fee per inspection		$ 72.00
BP-04b	Re-inspection Fee (currently $95.00) each		$ 95.00
	FEES BASED ON ESTIMATED COST-DOCUMENTATION REQUIREMENTS: The Building Department may require the permit applicant to submit appropriate documentation, fully executed, as proof of the estimated cost of construction used to compute permit fees.		
BP11	ENFORCEMENT (Applicable to all trades): Florida Statue 553.80 Enforcement "Section 2(b)- With respect to evaluation of design professionals' documents, if a local government finds it necessary , in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including but not limited to , egress fire protection, structural stability, energy accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of Florida Building Commission adopted pursuant to Chapter 12, the local government shall impose, each time after the third such review the plans are rejected for the code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review."		$ 167.00
BP04	ENFORCEMENT (Applicable to all trades)—(cont'd): "Section 2(c)- With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including but not limited to egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater for each such subsequent re-inspection."		$ 95.00
	40 YEAR CERTIFICATION:		
BP127	40-year certification under Chapter 8 of the Miami-Dade County Code Review		$ 428.00
BP128	a) Re-Certification at 10-year intervals thereafter		$ 428.00
BP129	b) Extension request for a permit not to exceed 30 days		$ 95.00
	LIEN SEARCHES:		
BP118	a) Regular (3-5 days)		$ 48.00
BP099A	b) Express (next day)		$ 143.00
	REVISIONS:		
BP10A	a) Minor revisions		$ 143.00
BP10B	b) Minimum fee per trade with a maximum of 50% of original permit fee or $1000.00		$75.00 per trade
	CERTIFICATE OF OCCUPANCY/COMPLETION:		
	Single Family Residence, Townhouse (each unit), Duplex each unit (C.O)		$ 63.65
	Apartments, Hotels, Multiple Family Uses:		
CO03	a) 2 to 50 units		$ 140.00
	b) 51 to 100 units		$ 186.00
	c) 101 or more units		$ 231.00
CO07	d) Private School, Day Nursery, Convalescent and Nursing Home, Hospital, Assisted Living Facility (ALF) and developmentally disabled home care		$ 285.00
	e) All Commercial Entities		
	Commercial/ Industrial:		
CO09	Per sq. Ft. of Business Area	$0.10	
CO09A	Minimum Fee		$ 190.00
	Building Shell Commercial (New Construction) (C.C.):		
CO15	Building and Unit Shell		$ 143.00
CO16	Occupancy without CO/CC a) (In Violation)	236.00 plus a double CO/CC	

CO17	Temporary Certificate of Occupancy (per 60-day interval)		$ 190.00
BP23	a) Building Code Compliance Fee (Miami-Dade Compliance) $0.60 per every $1000.00 of value of construction.	As per the lasts MDC Code Ordinance Chapter 8-12 as updated	
BP-21A BP-21B BP21A BP21B	EFFECTIVE October 1, 2010, a Florida Building Code Enforcement Surcharge (F.S. 553.721) and Building Code Administration and Inspection Fee (F.S. 468.631) shall be added to each permit equal to 3% of any building permits, mechanical, electrical, and plumbing permits, etc., with a minimum fee of $2.00 per permit.	As per the latest Florida Statutes 468.631 and 553.721	
	SHOP DRAWING REVIEW:		
SD01	a) Trusses/Steel Structures		$ 40.85
SD02	b) Precast/ Pre-stress (Roof-Floor-Walls)		$ 40.85
SD03	c) Overhead Doors each		$ 16.15
SD04	d) Skylights each		$ 16.15
SD05	e) Handrails/Stair Rails per linear feet		$ 16.15
SD06	f) Storefront/Fixed Glazing (Under 8 feet high by 4 feet wide) each 100 square feet or part		$ 12.35
SD07	g) Walk-in Coolers each		$ 167.00
BP099	EXPRESS PERMIT FEE		$25.00

Code	PLUMBING PERMIT FEES	Building Fee	
PL04	Upfront Fee		$104.50
PL07	Minimum Plumbing or Gas fee		$104.50
PL05	Fixture rough or set		$ 8.55
	Settling tanks, gas or oil interceptors and grease traps & Septic tank		
PL08	Residential or Commercial		$ 86.45
PL10	Sewer connection		$ 86.45
PL19	Irrigation system per zone		$ 20.90
PL15	Water service connection per meter		$ 13.30
	Swimming Pools		
PS04	Swimming pool heater		$ 86.45
PS05	Swimming pool repair		$ 102.60
PS-06	Swimming Pools commercial (repair)		$ 236.00
PL17	2" or less water service backflow assembly		$ 68.40
PL18	2 ½" or greater water service backflow assembly		$ 113.05
PL20	Solar panel (replace or additional) 10 kw or less		$ 90.25
PL21	Solar panel (replace or additional) 11 kw or greater		$ 406.60
PL22	Water heater replacement		$ 45.60
	Wells		
PL26	1 ½ horsepower or less		$104.50
PL27	Greater than 1 ½ horsepower		$ 262.20
	Natural Gas or a liquefied petroleum		
GS05	For each meter (new or replacement)		$ 8.55
GS04	For each outlet or appliance (Commercial)		$ 14.00
GS08	Underground and above ground L.P. gas tanks at a single location		$ 99.75
GS09	Gas water heater replacement		$ 45.60
GS10	Gas Repair		$ 58.90
	Water treatment plants, pumping stations, sewer treatments and lift stations		
PL32	Lift station		$ 475.00

PL33	Sewage ejector		$ 124.00
	Storm/sanitary utility/collector lines for building drain lines		
PL41	Minimum Fee includes first 30 feet		$ 14.00
	Each additional 10 feet or portion thereof		$ 10.00
	Manhole or Catch basin		
PL42	Minimum Fee		$ 167.00
PL43	Each additional manhole or catch basin		$ 24.00
	Temporary Toilets		
PL50	Minimum Fee		$ 95.00
PL51	Each additional toilet		$ 9.00
PL52	Renewal fee		$ 48.00
PL53	Mobile home Connection		$ 143.00
	Dental Vacuum lines		
PL60	Each chair		$ 119.00
	Medical Gas line		
PL80	Installation per $ 1,000 value		$19.00
PS03	Sump Pumps, Re-circulating pumps, domestic pumps, vacuum pumps		$ 24.00 each

Code	ZONING FEES	Building Fee	
ZL-01	Zoning Inspections fee/per application		$ 45.60
ZL-02	Zoning letters residential		$ 45.60
ZL-03	Zoning letters Commercial		$ 143.00
	Certificate of Use Inspection		
ZL-04a	Minimum fee		$ 167.00
ZL-04b	Per square foot of unit		$ 0.07
ZL-05	Special Event Inspection fee (for profit		$ 72.00
	Landscape Plan review	83.75/hour min. fee $ 262.50	
Zl-06a	Residential		$ 22.80
Zl-06b	Commercial		$ 250.00
Zl-07	Waste Containers		$ 100.00
Zl-08	Portable storage units per 30 days		$ 50.00
ZL-09	Zoning Plan review remodeling		$45.60
Zl-09a	Minimum fee		$0.00
Zl-09b	Maximum fee		$45.60
Zl-10	Zoning plan review for new construction		$68.40
ZL-10a	Minimum fee		$0.00
ZL-10b	Maximum fee		$68.40
ZL-11	Zoning plan review fee for commercial per sq. ft.		$ 0.14
Zl-11a	Minimum fee		$ 110.00
ZL-11b	Maximum fee		$ 285.00
Zl-12	Zoning plan review for alterations per $ 1.00 of estimated cost or fraction thereof		$ 48.00
ZL-12 a	Minimum fee		
Zl-12 b	Maximum fee		$ 48.00
ZL-13	Alcohol license application fee		$ 214.00
Zl-13 b	Annual renewal fee		$ 72.00
Zl-13 b	special event alcohol license fee		$ 72.00

ZI-14	Flood plain management plan review		$ 95.00
ZI-15	Occupational license inspection fee		$ 67.00

Code	ELECTRICAL PERMIT FEES	Building Fee	
EL110	Upfront FEE		$ 104.50
EL110A	Minimum Electrical Permit Fee inclusive of repair work		$ 104.50
EL40	Roughing per Fixtures / Outlets		$ 2.61
	Electrical Service		
EL01	Permanent service to building per each 100 amps or fraction thereof		$ 8.55
EL06	Temporary service for construction per service		$ 86.45
EL07	Construction field office service		$ 190.00
EL07A	Minor panel repair		$ 95.00
EL08	Reconnect meter		$ 95.00
	Feeders (includes feeders to panels. M.C.C., switchboards, elevators, etc.		
EL05	Each feeder		$ 19.00
EL05A	Generators, Automatic Transfer switches per 10 kw		$ 14.00
	Temporary Service Test		
EL10	Equipment and service (30 day maximum) per service		$ 90.25
EL11	Elevator (180 day maximum) per elevator		$ 143.00
EL61	Free Standing Service		$ 135.85
FD01	Fire Detection System		$ 190.00
	Burglar Alarm System		
BA01	Complete system or repair (commercial only)		$ 110.00
IS01	Intercom System		$ 48.00
	Energy management System		
EP01	Per floor or repair		$ 100.00
IS04	Closed Circuit TV		$ 100.00
IS05	Vacuum System		$ 100.00
IS06	Security System (card reader)		$ 100.00
EL60	Temporary Work on Circuses, Carnivals, fairs, Christmas tree lots< fireworks, Tents, Etc.		$ 143.00
EL80	Ground Wire for Screen Bonding per installation		$ 119.00
EL70	Conduit Duct Bank per linear foot		$ 3.00
	ALL OTHER WIRING AND OUTLETS:		
EL24	Commercial equipment (cooking, generator, presses, transformer) per 100 KW		$ 16.00
EL26	Motors (installation, repair, or replacement)		$ 19.00
EL27	Air Conditioning and Refrigeration system (new work) per ton		$ 12.00

Code	MECHANICAL PERMIT FEE SCHEDULE	Building Fee	
AC04	Upfront Fee		~~$ 104.50~~ $ 88.83
AC01	Minimum Fee		~~$ 104.50~~ $ 88.83
	A/C and refrigeration including replacement, relocation of equipment, and installation of new equipment		
AC05	Each ton		~~$ 20.90~~ $ 17.77
AC10	KW each		~~$ 4.75~~ $ 4.04
AC07	Drain each		~~$ 7.13~~ $ 6.06
	Storage tank for flammable liquids		
TK01	Per tank		$ 309.00

	Furnace and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified (pool heater, boilers)		
AC08	Per KW		$ 4.75
	Fire Sprinkler System:		
FS101	Per Standpipe		$ 43.00
FS102	Per Sprinkler Head		$ 2.00
FS103	Per hose rack or bob		$ 19.00
FS104	Fire pump		$ 180.00
FS105	Each 50 feet of underground piping or part thereof		$ 38.00
	Internal Combustion Engines		
ME01	Stationary		$ 143.00
	Commercial Kitchen Hoods		
HO01	each		$ 236.00
	Other fees		
FS100	Fire chemical halon and spray booths per system		$ 181.00
ME100	Insulation, pneumatic tube, conveyor systems, pressure and process piping, sheet metal or fiberglass air conditioning ducts, cooling towers, mechanical ventilation per every thousand square feet		$ 48.00
	BOILERS AND PRESSURE VESSELS:		
BO01	Boilers less than 837 MBTU, each		$ 167.00
BO02	Boilers 837 MBTU to 6,695, each		$ 190.00
BO03	Boilers 6,695 MBTU and up, each		$ 285.00
BO10	Steam driven prime movers, each		$ 115.00
BO12	Steam actuated Machinery, each		$ 115.00
CP01	Unfired pressure vessels (operating at pressure in excess of 60 psi and having volume or more than 5 cubic feet, each		$ 167.00
	FEES FOR PERIODIC INSPECTIONS:		
BO04	Steam boilers (annual) each		$ 190.00
BO05	Hot water boilers (annual) each		$ 95.00
BO06	Unfired pressure vessels (annual) each		$ 95.00
BO07	Miniature Boilers (annual) each		$ 95.00
BO08	Certificate of inspection(where inspected by insurance company) each		$ 167.00
BO11	Shop inspection of boiler or pressure vessels per completed vessel		$ 167.00

Code	ANNUAL FACILITY PERMIT FEES	Building Fee
	In accordance with provisions of the Florida Building Code and Chapter 10 of the Code of Miami-Dade County each firm or organization which performs its own maintenance work with certified maintenance personnel in Factory-Industrial (Group F) Facilities, as well as helpers there under, may pay to Palmetto Bay an annual master and Subsidiary Facility Permit (Premise Permit) – fee in lieu of other fees for maintenance work. Such a fee shall be paid to the Building Department, and such permits shall be renewed annually at a fee which is calculated in accordance with the provisions of this sub-section.	
	(1) CALCULATION OF THE INITIAL MASTER FACILITY PERMIT FEE Each firm or organization which obtains an annual master facility permit shall include in their application for such permit the total number of maintenance personnel, including helpers and trainees there under, assigned to building, electrical, plumbing, or mechanical work. The Master Facility Permit (Premise Permit) fee shall be computed by multiplying the total number of such employees' times the fee.	
	Master Facility Permit Fee (multiplying number of employees by fee) Minimum Master Facility Permit Fee	$ 50.00 $ 1,079.00
	(2) CALCULATION OF THE INITIAL SUBSIDIARY FACILITY PERMIT FEE Each firm or organization, which utilizes decentralized locations in addition to the main location in addition to the main location described under Point 1 above, any additionally applied for Subsidiary Facility Permit (Premise Permit) for each such decentralized location. Such application	

	for a Subsidiary Facility Permit (Premise Permit) shall include the same information required in Point 1 above.		
	Subsidiary Facility Permit Fee (multiply number of employees by fee) Minimum Subsidiary Facility Permit Fee		$ 58.00 $ 303.00
	(3) RENEWAL OF FACILITY PERMIT Prior to each Facility Permit expiration, the holder will be sent a renewal notice to continue the Premise Permit for the next renewal period. The calculation of the renewal Premise Permit Fee shall be the same as the method used to calculate the original Facility Permit Fee. No allowances shall be made for late renewal fees or part-year renewal fees.		
	ELEVATORS, ESCALATORS AND OTHER LIFTING APPARATUS:		
	Fee for original installation or major alternations and remodeling (includes initial inspection and Certificate).		
	PASSENGER AND FREIGHT ELEVATORS:		
EL01	New Elevator traction – each		$ 998.00
EL02	New Elevator hydraulic – each		$ 699.00
EL03	Freight Elevator each		$ 998.00
EL04	Residential Elevator – each		$ 599.00
EL05	Escalator		$ 399.00
EL06	Dumbwaiters each		$ 200.00
EL07	Wheelchairs lift each		$ 300.00
EL08	Man Lift each		$ 499.00
EL09	Conveyors and all other lifting and transporting apparatus (except as otherwise provided) each drive		
EL10	Major alterations and remodeling of an elevator, first two landings		$ 150.00
EL11	Each landing thereafter – per floor		$ 15.00
EL12	Refinish cab interior (no electrical work)		$ 200.00
EL13	Vertical Conveyor		$ 300.00
EL14	Key Box each		$ 85.00
	FEES FOR PERIODIC RE-INSPECTIONS:		
EL15	Dumbwaiters, wheelchair lifts and all other lifting and transporting apparatus Vertical conveyors (Annual inspection per code)		$ 115.00

Code	PUBLIC WORK FEES	Building Fee	
	REVIEW FEES:		
PB01	Review of Plans for Paving and Drainage		$ 380.00
PB02	Review of plans except Paving and Drainage plans (Installation or repair of Sanitary and Storm Sewers, Water Lines, gas lines, buried electric, telephone, C.A.T.V., or other underground utilities.		$ 200.00
PB03	For 100 linear feet or less		$ 140.00
PB04	For each additional 100 linear feet or fraction thereof		$ 45.00
	EXFILTRATION DRAINS:		
PB05	Consisting of catch basins, exfiltration trench, or slab covered trench for each 100 linear feet or fraction thereof.		$ 380.00
	INSTALLATION OF POOLS:		
PB06	Poles or down guys for overhead utilities for each pole or down guy		$ 380.00
	STREET PAVEMENT:		
PB10	Construction of street pavements, including paving of parkways and shoulders (includes base and sub grade) for one or two lane pavements (max. width 24 feet)		$ 229.00
	For each additional 100 linear feet or less		$ 55.00
PB11	For three or more lanes of pavement (greater than 24 feet) First 100 linear feet or less		$ 340.00
	For each additional 100 feet or fraction thereof		$ 114.00
	EMBANKMENTS:		
PB12	For the installation of embankment and/or sub-grade material in dedicated or zoned right-of-way, excluding base rock and asphalt for 100 linear feet or less		$ 115.00
	For each additional 100 linear feet or fraction thereof		$ 30.00
	CURB SEPARATORS:		
PB13	For each 100 linear feet or less		$ 55.00
	For each additional 100 feet or portion thereof		$ 15.00

	STREET SIGNS:		
PB14	Erection of street name signs, traffic, or directional signs per sign		$ 15.00
	BRIDGE CONSTRUCTION:		
PB15	For bridge construction with area less than 100 square feet		$ 1,138.00
	For each additional 100 square feet or fraction thereof		$ 230.00
	BARRICADES (PERMANENT):		
PB16	Installation of permanent type traffic barricades, guardrails, or guideposts for each 100 linear feet or fraction thereof		$ 85.00
	CULVERTS:		
PB17	Construction of street or driveway culverts for each 100 linear feet or fraction thereof		$ 115.00
	Installation of culvert pipe to enclose existing drainage ditch or canal for each 100 linear feet or fraction thereof		$ 170.00
	TRAFFIC SIGNALS:		
PB18	Installation of traffic signals (includes signals, poles, and all incidental wiring and interconnects) for each intersection		$ 1,706.00
	For upgrades or modification of existing signals		$1,138.00
	BUS SHELTER:		
PB19	For each shelter		$ 115.00
	RACKS:		
PB20	Fees for placement of a newspaper or storage rack under permit from public works in the public right of way (Newspaper racks at a given placement location defined as a location where no two racks are more than 200 feet from each other) per year		$ 25.00
	For each additional rack within distance not to exceed ½ mile		$ 10.00
	Fee for placement sticker used to identify permitted rack		$ 5.00
	FENCES/PARKING AREAS:		
PB21	Review of application for permission to fence within the right of way		$ 567.00
	Fees for temporary use of Public Works controlled land or easements $0.31 per square foot per year with a min. of $120.75 per year for residential with the fair market rate per square foot as determined by the director for commercial but not to be less than $1197.00 per year		
	MISCELLANEOUS:		
PB22	Re-inspection fees other than traffic signals		$ 50.00
	Re-inspection fees for traffic signals		$ 100.00
	Tree Planting inspection fee in right of way per trees		$ 25.00

*New residential development shall be excluded from the reduction of building permit fees.

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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 ELECTIONS; CREATING CHAPTER 10, SECTION 10-16 “MAYOR AND VILLAGE COUNCIL OATH OF OFFICE” OF THE CODE OF ORDINANCES; REQUIRING THAT ELECTED OFFICIALS MUST TAKE THE OATH OF OFFICE BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS AS REQUIRED BY SECTION 92.50, FLORIDA STATUTES, PRIOR TO A CEREMONIAL OATH; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading-March 3, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Taking Oath of Office-2nd Reading

ORDINANCE NO. 2025- ___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ELECTIONS; CREATING CHAPTER 10, SECTION 10-16 "MAYOR AND VILLAGE COUNCIL OATH OF OFFICE" OF THE CODE OF ORDINANCES; REQUIRING THAT ELECTED OFFICIALS MUST TAKE THE OATH OF OFFICE BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS AS REQUIRED BY SECTION 92.50, FLORIDA STATUTES, PRIOR TO A CEREMONIAL OATH; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, upon the election of members to the Village Council, and prior to taking their place on the dais, the taking of an "Oath of Office" is required by Section 92.50, Florida Statutes; and

WHEREAS, Section 92.50, Florida Statutes, specifies that Oaths can be administered by a judge, clerk or deputy clerk of court, by a United States Commissioner, or notary public; and

WHEREAS, before any ceremonial administration in celebration of being elected to Village of Palmetto Bay office, the official Oath of Office must be administered by one individual that is authorized by State law.

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. Chapter 10 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by adding the following:

SECTION 10-16 – MAYOR AND VILLAGE COUNCIL OATH OF OFFICE

(a) Elected members of the Village Council must first be administered the Oath of Office by either a judge, clerk or deputy

clerk of court, by a United States Commissioner, or by a notary public prior to any ceremonial administration.

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

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

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

PASSED ON FIRST READING this 3rd day of March, 2025.

PASSED AND ADOPTED ON SECOND READING this 7th day of April, 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	YES
Council Member Steven Cody	YES
Council Member Marsha Matson	NO
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES

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: April 7, 2025

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso-Supporting Tax Exempt Municipal Bonds

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax-exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds provide essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the Village Council of the Village of Palmetto Bay finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety; and

WHEREAS, the Village of Palmetto Bay has borrowed $18,775,000 of tax-exempt financing to build our library, Village Hall, install branded street signs and Franjo Road main street; and

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

Section 1. The Village Council of the Village of Palmetto Bay hereby encourages the Florida Congressional Delegation to assist the Village of Palmetto Bay in preserving the tax-exempt status of municipal bonds by supporting and encouraging the protection of the federal tax exemption of municipal bonds.

Section 2. Certified copies of this Resolution shall be furnished to all members of the Florida Congregational Delegation and the State Legislature.

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

PASSED AND ADOPTED this 7th day of April 2025.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Mark Merwitzer ____

Mayor Karyn Cunningham ____

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

SUBMITTED BY: John Dellagloria, Village Council

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 THE HISTORY OF THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXPEND UP TO FIVE THOUSAND ($5,000.00) DOLLARS TO PRESERVE AND ILLUSTRATE THE HISTORY OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE
(Sponsored by Councilmember Patrick Fiore)

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Preserve History

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE HISTORY OF THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO EXPEND UP TO FIVE THOUSAND ($5,000.00) DOLLARS TO PRESERVE AND ILLUSTRATE THE HISTORY OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, though the Village of Palmetto was incorporated as recently as 2002, the beginnings of the community go back over one hundred fifty (150) years; and

WHEREAS, names of the past, including Perrine, Cutler, Peters, and Deering, while familiar to some, are mostly lost on the generations that followed; and

WHEREAS, while the Village has many well-known and well-frequented places, such as the Thalatta and Deering Estates, the rich history behind the building of these places deserves recognition; and

WHEREAS, to preserve this history and those who brought us here and who have served as representatives of the residents the Village Council wishes to authorize the Village Manager to undertake the following actions**.**

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 recitals are incorporated as if set forth in full.

Section 2. The Village Manager is authorized to expend up to $5,000.00 to promote the history of the Village through tours of the Village's historical sites, and to place pictures of our founders and those who have served on the Council in prominent places throughout the Village.

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

PASSED AND ADOPTED this 7TH day of April. 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

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 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) DETERMINATION OF THE VILLAGE'S STANDING WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS); RECOGNIZING AN INCREASE TO RANK FIVE (#5) WHICH WILL PROVIDE RESIDENTS WITH A TWENTY-FIVE PERCENT (25%) DISCOUNT ON THEIR FLOOD INSURANCE PREMIUMS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

SUGGESTED ACTION:

ATTACHMENTS:
Rank 5 Approval Memo.doc
Rank 5 Acceptance Reso.docx
Attachment A- FEMA Letter.pdf

To: Honorable Mayor and Village Council Date: April 7th, 2025

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner Re: CRS Rank #5 Acceptance

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) DETERMINATION OF THE VILLAGE'S STANDING WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS); RECOGNIZING AN INCREASE TO RANK FIVE (#5) WHICH WILL PROVIDE RESIDENTS WITH A TWENTY-FIVE PERCENT (25%) DISCOUNT ON THEIR FLOOD INSURANCE PREMIUMS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has been an active participant in the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) National Flood Insurance Program's (NFIP) Community Rating System (CRS) program since 2017. Additionally, the Village has been pursuing aggressive floodplain management efforts to increase flood insurance premium discounts for residents through the CRS program. The Village was recently awarded an increase of rank within the program from a rank seven (#7) to a rank (#5), which provides for a twenty-five percent (25%) reduction in flood insurance premiums annually for Village residents. The Village was able to achieve this success through public information campaigns and engagements, floodplain management planning and programs, and increased stormwater management practices. The Village's efforts for floodplain management not only provide residents with economic benefits but also the safety and security of all residents within our community. This commitment enhances public safety, property protection, and protects the natural functions of floodplains, and reduces flood insurance premiums.

RECOMMENDATION:

The Administration recommends that the Mayor and Village Council approve drafted resolution.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. FEMA Letter

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; ACCEPTING THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S (FEMA) DETERMINATION OF THE VILLAGE'S STANDING WITHIN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM (CRS); RECOGNIZING AN INCREASE TO RANK FIVE (#5) WHICH WILL PROVIDE RESIDENTS WITH A TWENTY-FIVE PERCENT (25%) DISCOUNT ON THEIR FLOOD INSURANCE PREMIUMS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

WHEREAS, the Village of Palmetto Bay has been an active participant in FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) program since 2017; and

WHEREAS, the Village has been pursuing floodplain management efforts to increase flood insurance premium discounts for residents through the CRS program; and

WHEREAS, the Village was recently awarded an increase of rank within the program from a rank seven (#7) to a rank (#5), which provides for a twenty-five percent (25%) reduction in flood insurance premiums annually for Village residents; and

WHEREAS, the Village's efforts for floodplain management not only provide residents with economic benefits but also the safety and security of all residents within our community; and

WHEREAS, this commitment enhances public safety, property protection, and protects the natural functions of floodplains, and reduces flood insurance premiums.

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

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

Section 2. The Village Council hereby accepts and approves the Department of Homeland Security Federal Emergency Management Agency's (FEMA) determination of the Village's new rank within the National Flood Insurance Program (NFIP) Community Rating System (CRS) of an increase to Rank five (#5), which will provide Village residents with a twenty-five percent (25%) discount on their flood insurance premiums upon renewal.

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

Attest:

PASSED and **ADOPTED** this 7th day of April 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
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 _____

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

October 3, 2024

Mr. Nick Marano
Palmetto Bay Village Manager
9705 Hibiscus Street
Palmetto Bay, Florida 33157

Dear Mr. Marano:

The purpose of this letter is to provide you with the results of the National Flood Insurance Program (NFIP) Community Rating System (CRS) field verification findings based on your 5-year cycle verification. The field verification report is enclosed for your records.

Congratulations! The Department of Homeland Security, Federal Emergency Management Agency (FEMA), has determined that the Village of Palmetto Bay will increase to a Class 5 in the NFIP CRS. The floodplain management activities implemented by your community qualify it for a 25 percent discount on flood insurance premiums for most NFIP policies issued or renewed on or after April 1, 2025. This savings is a tangible result of the flood mitigation activities your community implements to protect lives and reduce property damage.

The CRS rating for your community will automatically be renewed annually as long as there are no NFIP noncompliance actions, so a notification letter will not be sent every year. This annual renewal will take place as long as your community continues to implement the CRS activities you certify in your annual recertification documentation. If no additional modifications or new CRS activities are added, the next verification visit for your community will be in accordance with its established 5-year cycle. In the interim, FEMA will periodically send the *NFIP/CRS Update* newsletter and other notices to your CRS Coordinator to keep your community informed.

I commend you on your community actions and your determination to lead your community to be more disaster resistant. This commitment enhances public safety, property protection, and protects the natural functions of floodplains, and reduces flood insurance premiums.

If you have any questions or need additional information, please contact the FEMA Region IV Office, CRS Coordinator Roy McClure at (770) 220-8835.

Sincerely,

William H. Lesser, CRS Coordinator
Federal Insurance and Mitigation Administration

Enclosure
cc: Ms. Andrea Candelaria, CRS Coordinator

NFIP/CRS

COMMUNITY
RATING
SYSTEM

VERIFICATION REPORT

Village of Palmetto Bay, FL **Verified Class 5**

NFIP Number: 120687 Cycle

Date of Verification Visit: July 11, 2024

This Verification Report is provided to explain the recommendations of Insurance Services Office, Inc. (ISO) to DHS/FEMA concerning credits under the Community Rating System (CRS) for the above named community.

A total of 2644 credit points are verified which results in a recommendation that the community improve from a CRS Class 7 to a CRS Class 5. The community has met all class prerequisites. The following is a summary of our findings with the total CRS credit points for each activity listed in parenthesis.

Activity 310 – Construction Certificate Management: Credit is provided for having written construction certificate management procedures for all new and substantially improved/substantially damaged buildings. (38 points)

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map (FIRM). Credit is also provided for the community offering additional FIRM information, historical flood information, and natural floodplain functions. The service is publicized annually and records are maintained. (90 points)

Activity 330 – Outreach Projects: Credit is provided for informational outreach projects, general outreach projects, and targeted outreach projects. These projects are disseminated annually. Credit is also provided for having a pre-flood plan for public information. Credit is enhanced by having a Program for Public Information (PPI) and by having the information disseminated by stakeholders outside the local government. A progress report for the PPI must be submitted on an annual basis. (350 points)

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the Miami Dade County Library. Credit is also provided for floodplain information displayed on the community's website. Credit is enhanced by having a PPI. (81 points)

Activity 360 – Flood Protection Assistance: Credit is provided for offering one-on-one advice regarding property protection and making site visits before providing advice. The service is publicized annually and records are maintained. Credit is enhanced by having a PPI. (85 points)

Activity 370 – Flood Insurance Promotion: Credit is provided for assessing the community's current level of flood insurance coverage. (15 points)

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 14 percent of the Special Flood Hazard Area (SFHA) as open space and preserving open space land in a natural state. (230 points)

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require freeboard for new construction and substantial improvement, foundation protection, cumulative substantial improvement, lower substantial improvement, protection of critical facilities, enclosure limits, and local drainage protection. Credit is also provided for the enforcement of building codes, a Building Code Effectiveness Grading Schedule (BCEGS®) Classification, and regulations administration. (521 points)

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using additional map data in the day to day management of the floodplain. Credit is also provided for establishing and maintaining a system of benchmarks. (196 points)

Activity 450 – Stormwater Management: The community enforces regulations for soil and erosion control and water quality. (33 points)

Section 502 – Repetitive Loss Category: Based on the updates made to the NFIP Report of Repetitive Losses as of May 1, 2023, the Village of Palmetto Bay, FL has 13 repetitive loss properties and is a Category B community for CRS purposes. All requirements for a Category B community have been met. (No credit points are applicable to this section)

Activity 510 – Floodplain Management Planning: Credit is provided for the Palmetto Bay Local Mitigation Strategy, adopted on June 19, 2020, for conducting a repetitive loss area analysis, and for the development of a Substantial Damage Plan. A progress report for each plan must be submitted on an annual basis. Credit is also provided for the adoption of a Natural Floodplains Functions Plan, for an assessment of floodplain species, and for the adoption of a Floodplain Species Plan. A progress report for the Floodplain Species Plan must be submitted on an annual basis. (760 points)

Activity 610 – Flood Warning and Response: Credit is provided for a program that provides timely identification of impending flood threats, disseminates warnings to appropriate floodplain residents, and coordinates flood response activities. A description of the flood exercise or After Action Report from an actual flood event must be submitted on an annual basis. Warning information and safety measures must be publicized annually. (245 points)

Activity 710 – County Growth Adjustment: All credit in the 400 series is multiplied by the growth rate of the county to account for growth pressures. The growth rate for Miami Dade County, FL is 1.11.

Attached is the Community Calculations Worksheet that lists the verified credit points for the Community Rating System.

CEO Name / Address:

Nick Marano
Community CEO
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

CRS Coordinator Name / Address:

Andrea Candelaria, MPA
Sustainability Resiliance Planner
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
(305) 259-1238

Date Report Prepared: July 19, 2024

Community : Village of Palmetto Bay**,** FL **NFIP Number :** 120687

720 COMMUNITY CREDIT CALCULATIONS (Cycle):

CALCULATION SECTION :

Verified Activity Calculations:						Credit
c310	38					38
c320	90					90
c330	350					350
c340						
c350	81					81
c360	85					85
c370	15					15
c410		x CGA		=		
c420	207	x CGA	1.11	=		230
c430	469	x CGA	1.11	=		521
c440	177	x CGA	1.11	=		196
c450	30	x CGA	1.11	=		33
c510	760					760
c520						
c530						
c540						
c610	245					245
c620						
c630						

Community Classification Calculation:

cT = total of above cT = 2644

Community Classification (from Table 110-1): Class = 5

CEO Name/Address:

Nick Marano
Community CEO
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

CRS Coordinator Name/Address:

Andrea Candelaria, MPA
Sustainability Resiliance Planner
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
(305) 259-1238

Date Report Prepared: July 19, 2024

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADWAY CONSTRUCTION, LLC. TO INSTALL A SPLIT-RAIL FENCE TO REPLACE THE EXISITING FENCE LINE ALONG THE SW 148TH STREET NORTHERN PERIMETER OF CORAL REEF PARK, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-12-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($57,600.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo - CRP Fence
Reso - CRP Fence.docx
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Bid Sheets.pdf

Exhibit C - ITB# 2025-12-007.pdf
Exhibit D - Bid - A-1.pdf
Exhibit E - Bid - Formula.pdf
Exhibit F - Bid - Gomez.pdf
Exhibit G - Bid - Headway.pdf
Exhibit H - Bid - Waypoint.pdf

To: Honorable Mayor and Village Council

Date: March 17, 2025

From: Nick Marano, Village Manager

Re: Coral Reef Park – Split-Rail Fencing Replacement

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADWAY CONSTRUCTION, LLC. TO INSTALL A SPLIT-RAIL FENCE TO REPLACE THE EXISITING FENCE LINE ALONG THE SW 148TH STREET NORTHERN PERIMETER OF CORAL REEF PARK, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-12-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($57,600.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is requesting bids for procurement and installation of split-rail fencing to replace the existing fence line along SW 148th Street which identifies the northern perimeter of CRP located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village published an ITB# 2025-12-007 for the "Coral Reef Park – Split-Rail Fencing Replacement" on February 4th, 2025 and received a total of five (5) bids. The Village proposed the option to replace the existing fence line with either wood materials or composite materials. The wood materials alternative included a line item for painting and both options a line item for post caps. The Village received a total of five (5) bids on February 20th, 2025. The Village recommends to proceed with the purchase of the composite materials option as the most cost-effective and providing long-term reliability. Headway Construction, LLC., was the lowest responsive, responsible Bidder.

FISCAL IMPACT:

The 2024-2025 fiscal budget for Parks and Recreation Capital Budget $57,600.00

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2025-12-007
D. Bid – A-1 General Contracting Services Corp.

E. Bid – Formula Construction Industries, Corp.
F. Bid – Gomez & Son Fence, Corp., Inc.
G. Bid – Headway Construction, LLC
H. Bid – Waypoint Contracting, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADWAY CONSTRUCTION, LLC. TO INSTALL A SPLIT-RAIL FENCE TO REPLACE THE EXISITING FENCE LINE ALONG THE SW 148TH STREET NORTHERN PERIMETER OF CORAL REEF PARK, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-12-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY-SEVEN THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS ($57,600.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village published an ITB# 2025-12-007 for the "Coral Reef Park – Split-Rail Fencing Replacement" on February 4th, 2025; and

WHEREAS, the Village proposed the option to replace the existing fence line with either wood materials or composite materials; and

WHEREAS, the wood materials alternative included a line item for painting and both options a line item for post caps; and

WHEREAS, the Village received a total of five (5) bids on February 20th, 2025; and

WHEREAS, the Village recommends to proceed with the purchase of the composite materials option as the most cost-effective and providing long-term reliability; and

WHEREAS, Headway Construction, LLC., was the lowest responsive, responsible Bidder.

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

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

Section 2. The selection of Headway Construction, LLC. pursuant to ITB# 2025-12-007, entitled "Coral Reef Park – Split-Rail Fencing Replacement" is hereby approved.

Section 3. The Village Manager is hereby authorized to approve a purchase order not to exceed Fifty-Seven Thousand Six Hundred Dollars and Zero Cents ($57,600.00) with Headway Construction, LLC. for said services.

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

PASSED and **ADOPTED** this 7th day of April 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

1 Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 3/18/2025

ITB#: 2025-12-007 **Item/Service:** Coral Reef Park - Split-Rail Fencing Replacement

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of five (5) bids received; A-1 General Contracting Services Corp., Formula Construction Industries, Corp., Gomez & Son Fence Corp., Headway Construction, LLC, and Waypoint Contracting, Inc.

II. Recommendation:

a. Which bid is being recommended? Headway Construction, LLC (Composite Materials)

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 April 7, 2025.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 03/18/25

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	A-1 General Contracting Services Corp. Price/Unit	Formula Construction Industries Corp. Price/Unit	Gomez & Son Fence Corp. Price/Unit	Headway Construction, LLC Price/Unit	Waypoint Contracting, Inc. Price/Unit
1	Option for Wood Materials	$ 35,960.00	$ 44,064.00	$ 31,540.00	$ 35,700.00	$ 138,100.00
2	Post Caps on Wood Posts	$ 543.36	$ 1,200.00	$ 1,000.00	$ 1,550.00	$ 6,600.00
3	Paint - Padre Brown Flat Paint	$ 1,876.00	$ 13,200.00	$ 5,000.00	$ 1,500.00	$ 8,400.00
BID TOTAL		**$ 38,379.36**	**$ 58,464.00**	**$ 37,540.00**	**$ 38,750.00**	**$ 153,100.00**

Bid Item No.	Description	A-1 General Contracting Services Corp. Price/Unit	Formula Construction Industries Corp. Price/Unit	Gomez & Son Fence Corp. Price/Unit	Headway Construction, LLC Price/Unit	Waypoint Contracting, Inc. Price/Unit
4	Composite Materials	$ -	$ 69,360.00	$ 88,295.00	$ 57,600.00	$ 194,145.00
BID TOTAL		**$ -**	**$ 69,360.00**	**$ 88,295.00**	**$ 57,600.00**	**$ 194,145.00**

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials: (The project budget is detailed in the attached document entitled: Bid Response.)

- Numerical: 7,800 BF
- Written: Seven thousand eight thousand board feet.

Total Bid Amount..... $ 8,060.68
Total Bid Amount (in words) eight thousand sixty and sixty-eight cents

Optional Price for Post Caps on Wood Posts:

- Numerical: 192 Post caps
- Written: One hundred ninety-two

Total Bid Amount..... $ 543.36
Total Bid Amount (in words) five hundred forty-three and thirty-six cents.

Option for Composite Material (attach product description/details):

- Numerical: 600 concrete bags
- Written: six hundred concrete bags

Total Bid Amount..... $ 2,418.00
Total Bid Amount (in words) Two thousand four hundred eighteen

Signature of Official: _____
Name (typed): Livan Cardoso
Title: Vice-President
Company: A-1 General Contracting Services Corp.
Date: 02/18/2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 44,064.00
Total Bid Amount (in words) Forty four thousand Sixty four

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1,200.00
Total Bid Amount (in words) One thousand two hundred

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 69,360.00
Total Bid Amount (in words) Sixty nine thousand three hundred Sixty

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 13,200.00
Total Bid Amount (in words) Thirteen thousand two hundred

Signature of Official: LP
Name (typed): Luis Peraza
Title: President
Company: Formula Construction Industries Corp
Date: 2/20/25

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 31,540.00
Total Bid Amount (in words) Thirty one thousand five hundred forty ----- Dollars / 00

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1,000.00
Total Bid Amount (in words) One thousand ---- Dollars / 00

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 88,295.00
Total Bid Amount (in words) Eighty eight thousand two hundred ninety five ----- Dollars / 00

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 5,000.00
Total Bid Amount (in words) Five thousand ---- Dollars / 00

Signature of Official: _____
Name (typed): Candad Gomez
Title: Owner/ President
Company: Gomez & Son Fence Corp.
Date: February 19, 2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 35,700
Total Bid Amount (in words) Thirty-five Thousand seven hundred.

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1550
Total Bid Amount (in words) one Thousand five hundred fifty

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 57,600
Total Bid Amount (in words) fifty seven Thousand six hundred.

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 1500
Total Bid Amount (in words) one Thousand five hundred.

Signature of Official:
Name (typed): Manuel Diaz
Title: Owner
Company: Headway Construction LLC
Date: 2/15/25

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 138,100.00
Total Bid Amount (in words) One Hundred Thrity Eight Thousand One Hundred Dollars

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 6,600.00
Total Bid Amount (in words) Six Thousand Six Hundred Dollars

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 194,145.00
Total Bid Amount (in words) One Hundred Ninety Four Thousand One Hundred Forty Five Dollars

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 8,400.00
Total Bid Amount (in words) Eight Thousand Four Hundred Dollars

Signature of Official: _____
Name (typed): Jorge Lopez
Title: President
Company: Waypoint Contracting, Inc.
Date: 02/19/2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Invitation to Bid

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

TITLE:

Coral Reef Park – Split-Rail Fencing Replacement

ITB NO.:

2025-12-007

DUE DATE:

Thursday, February 20th, 2025 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: **Tuesday, February 4th, 2025**

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)
Coral Reef Park – Split-Rail Fencing Replacement
No. 2025-12-007

The Village of Palmetto Bay is currently soliciting for the procurement and installation of split-rail fencing to replace the existing fence line along SW 148th Street which identifies the northern perimeter of Coral Reef Park (CRP), located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, February 20th, 2025** (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 "**Coral Reef Park – Split-Rail Fencing Replacement ITB# 2025-12-007**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE**. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A pre-bid meeting is scheduled for **Tuesday, February 11th, 2025, 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 **Tuesday, February 4th, 2025**. 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")

Coral Reef Park – Split-Rail Fencing Replacement (the "Project")

The Village is requesting bids for procurement and installation of split-rail fencing to replace the existing fence line along SW 148th Street which identifies the northern perimeter of CRP located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. Specific work includes all necessary and related equipment and/or materials required. Interested companies must be licensed and insured to perform specific work and insured to operate in the Village and in Miami-Dade County.

CRP is an amazing fifty-two (52) acres of green open spaces and recreational amenities encompassed by split-rail perimeter fencing. SW 148th Street, the park's northern boundary, incorporates such split-rail fencing along the property line which has deteriorated to the point that replacement is necessary.

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; the Village does not assume 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 and Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; (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 Project Specifications and/or as provided by Owner; (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. 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, February 18th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, February 18th, 2025, no later than 5:00 p.m. on DemandStar.

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 fifteen (15) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract

until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

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

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

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

3.21 Contract Time

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

3.22 Liquidated Damages

The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages

which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

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

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable

substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the bidder's negligence, at both trial and appellate levels. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided

however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a surety bond is not required.

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

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

Procurement and installation of a replacement split-rail fencing:

- Estimated linear footage of fence line is approximately one thousand three hundred-sixty (1360) feet; however, bidders are responsible to confirm exact linear footage in which to compute respective pricing proffered.
- Optional pricing is requested, specifically the fencing material in wood as per Exhibit “B” ‘Wood Fence Detail’, and secondly all posts and rails to be a composite material. Note: Vinyl/PVC will not be acceptable and/or considered. Proposers must fully identify/describe in detail the composite fencing offered.
- Existing split-rail fencing along SW 148th Street shall be removed and disposed of properly at the bidder’s expense.
- Following installation of the new fencing, any remaining holes or unlevel areas must be properly filled and graded. All rocks and/or debris as a result of installation must be raked up and disposed, specifically around newly installed fence posts.
- The required permits must be obtained by the successful Bidder at his/her expense and is responsible for the scheduling of all necessary inspections.
- The successful Bidder shall be responsible for any and all damage to park amenities or injured park patrons as a result of the bidder’s negligence. The successful Bidder shall provide barricades and signage as may be necessary to properly safeguard park patrons and/or citizenry.
- Upon completion and final inspection approval, the successful Bidder shall submit an invoice for payment.
- In addition to required licensing and insurance, the successful Bidder shall have a Palmetto Bay Business Tax License.
- Pricing for Optional post caps for wooden posts is requested and may be considered as a part of subsequent Purchase Order six-inch (6”) x six-inch (6”) plastic, aluminum or galvanized with powder coating may be offered; including installation.
- The successful Bidder shall include a minimum one-year warranty labor.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

- Numerical: _____
- Written: _____

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

Optional Price for Post Caps on Wood Posts:

- Numerical: _____
- Written: _____

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

Option for Composite Material (attach product description/details):

- Numerical: _____
- Written: _____

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

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

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

UPDATED

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

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

Optional Price for Post Caps on Wood Posts:

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

Option for Composite Material (attach product description/details):

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

Option for Paint – Padre Brown Flat Paint (attach product description/details):

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

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

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

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 3:00 p.m. EST February 20th, 2025.

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
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	Tuesday, February 4th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 11th, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, February 18th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, February 18th, 2025	Posted on DemandStar	5:00 p.m.
Proposal Submission Date	Thursday, February 20th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

7.01 Contract Award

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.

D. 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.

E. Business License & Tax
The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

F. 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.

G. 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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: _____

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

Contracted Services Information:

Scope of Work: _____
_____
_____

Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
If you responded no to any of the above please provide details:
_____
_____
_____

Comments:

_____
_____
_____
_____
_____

Name of Public Entity/Company:

_____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

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

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

.

NON-COLLUSIVE AFFIDAVIT

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

_____being first duly sworn, deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

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

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is:_____

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

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

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

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

   Full Legal Name _____ Address _____ Ownership

   _____%

   _____%

   _____%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# 2025-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

This_____day of_____, 20___.

_____
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

Employer identification number
[ ][ ] – [ ][ ][ ][ ][ ][ ][ ]

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Coral Reef Park – Split-Rail Fencing Replacement**
ITB No. 2025-12-007 in accordance with Contract Documents as prepared by the Village
_____:

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

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Coral Reef Park – Split-Rail Fencing Replacement**
ITB No. 2025-12-007 in accordance with Contract Documents as prepared by the Village

_____:

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

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

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Alessia Bencomo
Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____(hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of _____Dollars ($_____), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Coral Reef Park – Split-Rail Fencing Replacement

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: Coral Reef Park – Split-Rail Fencing Replacement (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-12-007
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 **Coral Reef Park – Split-Rail Fencing Replacement** (the "Project"), which Contract is by reference made a part of this Bond.

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

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

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

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

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

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

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

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

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

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Coral Reef Park – Split-Rail Fencing Replacement
CONTRACTOR:
CONTRACT NO: 2025-12-007
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 **Coral Reef Park – Split-Rail Fencing Replacement** 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: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

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: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

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: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

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: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

Date: _____

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

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

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

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

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

Company:_____(Seal)

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

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

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

SECTION 11.0: Exhibits

Draft Contract for: Coral Reef Park – Split-Rail Fencing Replacement

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2025, 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 **February 4th, 2025** for the **Coral Reef Park – Split-Rail Fencing Replacement**; and

WHEREAS, the Company submitted a bid dated **February 20th, 2025**, in response to **ITB# 2025-12-007**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to replace and install a split-rail fence on behalf of the Village and approved the Bid Sheet submitted by the Company in response to the ITB (the "Work").

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

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Article I. Exhibits

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

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

Article 2. Scope of Work

1. The Work is generally described as follows: _____

2. 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

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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.

3. 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.

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 three (3) months from the NTP date.

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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 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 _____.

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

Article 9. Notices

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

Village:

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

Company:

Name
Company Name
Address

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. Whether the Village terminates the Contract with or without cause, the Village shall not be liable for any damages for lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 7, above.

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C. **Liquidated Damages**

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

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

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**

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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.

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Article 14. Governing Law

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

Article 15. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16. Assignment

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

Article 17. Prohibition Against Contingent Fees

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

Article 18. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 19. Entire Agreement

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

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Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

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

Article22. 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/ La w s/ Sta tutes/ 2020/011 9.0701.

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.

Article 31. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of

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MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

Article 32. Subcontractor

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

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

(Company Name)

_____ _____

Nick Marano, Village Manager Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

Attachments to this Solicitation

Exhibit "A": CRP Aerial Map (.PDF FILE)

Exhibit "B": Wood Fence Details (.PDF FILE)

(*Total of 2 .pdf to download with solicitation*)

A-1 General Contracting

Services Corp.



BID RESPONSE

Village of Palmetto Bay

ITB No. 2025-12-007

Coral Reef Park-Split-Rail Fencing Replacement

President: Lusimid Cardoso

Address: 7973 NW 19 Court, Pembroke Pines, FL, 33024

I am Livan Cardoso, Vice-President of A-1 General Contracting Services Corp. This document is in response to Bid ITB# 2025-12-007: Coral Reef Park-Split-Rail Fencing Replacement.

This bid proposes the replacement of a wooden fence of 1462 lineal feet long. To successfully complete the work, we propose the following construction sequence:

1. Demolish the existing fence.
2. Mark and dig holes every 8 feet. Cut roots if necessary.
3. Request City inspection.
4. Place and level the posts, then pour concrete.
5. Bolt the rails to the posts as per the plans.
6. Install post caps.
7. Regrade and lay sod in the affected area.
8. Optional: Paint the fence with Behr paint (moisture-resistant, UV protection, mildew-resistant, lasts up to 10 years).

The total cost of this project is **$35,960.00** and the project execution time is **19 days.**

In case that the fence will be paint the cost for this activity is **$1,876.00**

Materials list:

Option Wood Materials= 7,800 BF

- 6 in. x 6 in. x 5 ft. #2 Pressure-Treated Ground Contact Southern Pine Timber Wood Post = 3,000 BF (100 U x $39.94 = $3,994.00)
- 2 in. x 8 in. x 16 ft. #2 Prime Ground Contact Pressure-Treated Southern Yellow Pine Lumber = 4,320 BF (202 U x $16.42 = $3,316.84)
- 3 ft. Pine Grade Stake = 204 BF (402 U x $1.08 = $434.27)
- 1 in. x 2 in. x 8 ft. Furring Strip Board = 276 BF (201 U x $1.57 = $315.57)

Optional Post Caps on Wood Post = 192 U

- Eazy-Cap 6 in. x 6 in. Black Galvanized Steel Modern Low-Profile Flat Top Post Cap (192 U x $2.83 = $543.36)

Option for Composite materials = 600 bag

- 4000 psi 60 lb. Gray Concrete Mix (600 bag x $4.03 = $2,418.00)

Others Materials:

- 2-1/2 in. x 10-1/4-Gauge 8-penny Vinyl Coated Smooth Shank Common Nails 5 lb. Box= 2 box x $22.98 = $45.96.
- ½ in. x 5 in. Hot dipped galvanized lag screws = 1150U x $0.71 = $ 816.50
- ½ in. Flat washer = 1150U x $0.09 = $ 103.50
- BEHR. 5 gal. Solid House and Fence Exterior Wood Stain = 4 bucket x $169.00= $676.00. (Optional)
- Sod = 950 sqf x $0.39 = $372.00

Permitting and Inspection Expenses = $800.00

Labor: $22,800.00

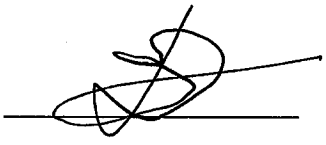
This proposal is not accompanied by a bid guarantee because the budget does not exceed $50,000.00, as explained on page 13 of the invitation to submit bids.

Currently, I have the Business Tax from the City of Miami Gardens. If A-1 General Contracting Services Corp wins the bid, it will apply for the Business Tax from the City of Palmetto Bay.

Experience:

I am a General Contractor, my license number is CGC1537087, and it has been active since 11/01/2024.

I know that I don't have years of experience like some others, but I have something equally valuable: a deep desire to learn, an unwavering work ethic, and the conviction that any challenge is an opportunity to grow. I firmly believe that opportunities should not be based solely on past experience, but also on the potential one has to contribute, grow, and exceed expectations. I am committed to working hard, listening, learning, and surrounding myself with experts to deliver results that are worth it. Please evaluate my proposal, and I truly hope you give me an opportunity Because I have the resources to achieve it.

Vice-President: Livan Cardoso 



Detail by Entity Name

Florida Profit Corporation
A-1 GENERAL CONTRACTING SERVICES CORP

Filing Information

Document Number	P23000018768
FEI/EIN Number	92-2890316
Date Filed	03/10/2023
State	FL
Status	ACTIVE

Principal Address

7973 NW 19TH CT.
HOLLYWOOD, FL 33024

Mailing Address

7973 NW 19TH CT.
HOLLYWOOD, FL 33024

Registered Agent Name & Address

LIVAN CARDOSO
7973 NW 19TH CT.
HOLLYWOOD, FL 33024

Officer/Director Detail

Name & Address

Title President

Cardoso, Lusimid
7973 NW 19TH CT.
HOLLYWOOD, FL 33024

Title VP

Cardoso, Livan
7973 NW 19th court
Hollywood, FL 33024

Annual Reports

Report Year	Filed Date
2024	02/16/2024

2025 02/17/2025

Document Images

02/17/2025 -- ANNUAL REPORT	View image in PDF format
02/16/2024 -- ANNUAL REPORT	View image in PDF format
03/10/2023 -- Domestic Profit	View image in PDF format

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARDOSO, LIVAN

A-1 GENERAL CONTRACTING SERVICES CORP
7973 NW 19TH COURT
HOLLYWOOD FL 33024

LICENSE NUMBER: CGC1537087

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ivis R Gomez	
Insurance For Life Of South Florida Inc. Location 10752 SW 24th St. Miami FL 33165	PHONE (A/C, No, Ext): (786) 332-5602	FAX (A/C, No):
	E-MAIL ADDRESS: i.insuranceforlife@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GOTHAM INSURANCE COMPANY	25569
INSURED A-1 General Contracting Services Corp 7973 NW 19th Ct. Hollywood FL 33024	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] 500DED GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GL202400027053	11/27/2024	11/27/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

Ivis Gomez

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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: 11/18/2024 **EXPIRATION DATE:** 11/18/2026

PERSON: LIVAN CARDOSO **EMAIL:** A1GCSCORP@GMAIL.COM

FEIN: 922890316

BUSINESS NAME AND ADDRESS:

A-1 GENERAL CONTRACTING SERVICES CORP

3875 NW 132ND ST.

OPA LOCKA, FL 33054

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E02030124 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 01/2023

Local Business Tax Receipt

Miami-Dade County, State of Florida

--THIS IS NOT A BILL - DO NOT PAY

LBT

7391394

RECEIPT NO.
RENEWAL
7688067

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
A-1 GENERAL CONTRACTING
SERVICES CORP
15962 NW 48TH AVE
MIAMI LAKES, FL 33014-6410

OWNER
A-1 GENERAL CONTRACTING
SERVICES CORP
LIVAN CARDOSO QUALIFER
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING
CONTRACTOR
CGC1537087

PAYMENT RECEIVED
BY TAX COLLECTOR
56.25 12/03/2024
PTBTC-25-041020

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

CITY OF MIAMI GARDENS LBTR

2024 BUSINESS TAX RECEIPT 2025

EXPIRES September 30, 2025

MUST BE DISPLAYED AT PLACE OF BUSINESS

LICENSE	CODE #	DESC/ RESTRICTIONS	BUSINESS NAME/LOCATION
LBTR-002570	0840	CONTRACTORS GENERAL	A-1 general contracting services corp
		Indoor storage only. No Hazard materials storage	15000 NW 48th AVE, 15962 Miami Gardens, FL 33014

A-1 general contracting services corp

Other
15000 NW 48th AVE UNIT: 15962
Miami Gardens, FL 33014

Owner/Corporation Name

Livan Cardoso

Thi s is a business tax only. It does not permit the payee to violate any existing regulatory or zoning laws of the City or Miami Dade County. Nor does it exempt the payee from any other tax or permit required by law. This is not a certification of the payee's qualifications.

City of Miami Gardens Code Enforcement Department 18605 NW 27th AVENUE, MIAMI GARDENS, FL 33056

CITY OF MIAMI GARDENS CU

2024 CERTIFICATE OF USE 2025

EXPIRES September 30, 2025

MUST BE DISPLAYED AT PLACE OF BUSINESS

LICENSE	CODE #	DESC/ RESTRICTIONS	BUSINESS NAME/LOCATION
CU-002571	c005	All Genrl Bus/Whis/Retl Uses *Indoor storage only. No Hazard materials storage*	A-1 general contracting services corp 15000 NW 48th AVE, 15962 Miami Gardens, FL 33014

A-1 general contracting services corp

Other
15000 NW 48th AVE UNIT: 15962
Miami Gardens, FL 33014

Owner/Corporation Name

Livan Cardoso

Use as permitted within zone.

City of Miami Gardens Code Enforcement Department 18605 NW 27th AVENUE, MIAMI GARDENS, FL 33056

An official website of the United States government Here's how you know

New

E-Verify+™

Modernize the employment eligibility verification process today!

Learn More

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My Company Profile

Company Information

Company Name

A -1 General Contractor Services Corp

Doing Business As (DBA) Name

Company ID

2617427

Enrollment Date

Jan 31, 2025

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

922890316

DUNS Number

Total Number of Employees

1 to 4

NAICS Code

236

Sector

Construction

Subsector

Construction of Buildings

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

15962 nw 48th ave
miami gardens, FL 33014

Mailing Address

7973 NW 19 Court
Pembroke Pines, FL 33024

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Edit Company Addresses

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

An official website of the United States government Here's how you know

FSRS.gov Role Migration is Live Show Details
Feb 4, 2025

Entity Validation Show Details
Feb 4, 2025

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

< Profile

- Account Details
- Roles
- Followed Records
- Email Settings
- Terms of Use

LC Livan Cardoso

Account Details

First Name
Livan

Last Name
Cardoso

Email
a1gcscorp@gmail.com

Business Phone
+1 (786) 302-6524

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Coral Reef Park – Split-Rail Fencing Replacement

ITB NO.:

2025-12-007

DUE DATE:

Thursday, February 20th, 2025 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Tuesday, February 4th, 2025

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)
Coral Reef Park – Split-Rail Fencing Replacement
No. 2025-12-007

The Village of Palmetto Bay is currently soliciting for the procurement and installation of split-rail fencing to replace the existing fence line along SW 148th Street which identifies the northern perimeter of Coral Reef Park (CRP), located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Thursday, February 20th, 2025** (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 "**Coral Reef Park – Split-Rail Fencing Replacement ITB# 2025-12-007**". THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A pre-bid meeting is scheduled for **Tuesday, February 11th, 2025, 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 **Tuesday, February 4th, 2025.** 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")

Coral Reef Park – Split-Rail Fencing Replacement (the "Project")

The Village is requesting bids for procurement and installation of split-rail fencing to replace the existing fence line along SW 148th Street which identifies the northern perimeter of CRP located at 7895 SW 152nd Street, Palmetto Bay, Florida 33157. Specific work includes all necessary and related equipment and/or materials required. Interested companies must be licensed and insured to perform specific work and insured to operate in the Village and in Miami-Dade County.

CRP is an amazing fifty-two (52) acres of green open spaces and recreational amenities encompassed by split-rail perimeter fencing. SW 148th Street, the park's northern boundary, incorporates such split-rail fencing along the property line which has deteriorated to the point that replacement is necessary.

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; the Village does not assume 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 and Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; (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 Project Specifications and/or as provided by Owner; (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. 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, February 18th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, February 18th, 2025, no later than 5:00 p.m. on DemandStar.

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 fifteen (15) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract

until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

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

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

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

3.21 Contract Time

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

3.22 Liquidated Damages

The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages

which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

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

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable

substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the bidder's negligence, at both trial and appellate levels. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided

however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a surety bond is not required.

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

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

Procurement and installation of a replacement split-rail fencing:

- Estimated linear footage of fence line is approximately one thousand three hundred-sixty (1360) feet; however, bidders are responsible to confirm exact linear footage in which to compute respective pricing proffered.
- Optional pricing is requested, specifically the fencing material in wood as per Exhibit "B" 'Wood Fence Detail', and secondly all posts and rails to be a composite material. Note: Vinyl/PVC will not be acceptable and/or considered. Proposers must fully identify/describe in detail the composite fencing offered.
- Existing split-rail fencing along SW 148th Street shall be removed and disposed of properly at the bidder's expense.
- Following installation of the new fencing, any remaining holes or unlevel areas must be properly filled and graded. All rocks and/or debris as a result of installation must be raked up and disposed, specifically around newly installed fence posts.
- The required permits must be obtained by the successful Bidder at his/her expense and is responsible for the scheduling of all necessary inspections.
- The successful Bidder shall be responsible for any and all damage to park amenities or injured park patrons as a result of the bidder's negligence. The successful Bidder shall provide barricades and signage as may be necessary to properly safeguard park patrons and/or citizenry.
- Upon completion and final inspection approval, the successful Bidder shall submit an invoice for payment.
- In addition to required licensing and insurance, the successful Bidder shall have a Palmetto Bay Business Tax License.
- Pricing for Optional post caps for wooden posts is requested and may be considered as a part of subsequent Purchase Order six-inch (6") x six-inch (6") plastic, aluminum or galvanized with powder coating may be offered; including installation.
- The successful Bidder shall include a minimum one-year warranty labor.

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials: (The project budget is detailed in the attached document entitled: Bid Response.)

- Numerical: 7,800 BF
- Written: Seven thousand eight thousand board feet.

Total Bid Amount..... $ 8,060.68
Total Bid Amount (in words) eight thousand sixty and sixty-eight cents

Optional Price for Post Caps on Wood Posts:

- Numerical: 192 Post caps
- Written: One hundred ninety-two

Total Bid Amount..... $ 543.36
Total Bid Amount (in words) five hundred forty-three and thirty-six cents.

Option for Composite Material (attach product description/details):

- Numerical: 600 concrete bags
- Written: six hundred concrete bags

Total Bid Amount..... $ 2,418.00
Total Bid Amount (in words) Two thousand four hundred eighteen

Signature of Official: _____
Name (typed): Livan Cardoso
Title: Vice-President
Company: A-1 General Contracting Services Corp.
Date: 02/18/2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

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 3:00 p.m. EST February 20th, 2025.

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
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	Tuesday, February 4th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Bid Meeting	Tuesday, February 11th, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, February 18th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, February 18th, 2025	Posted on DemandStar	5:00 p.m.
Proposal Submission Date	Thursday, February 20th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

7.01 Contract Award

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.

D. 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.

E. Business License & Tax
The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

F. 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.

G. 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): Livan Cardoso

Title: Vice-President

Company: A-1 General Contracting Services Corp.

Date: 2/18/2025

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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: A-1 General Contracting Services Corp.

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

Contracted Services Information:

Scope of Work: (Please check the attached documententitled: Bid Response)

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:

A-1 General Contracting Services Corp.

Name of Individual completing this form: Livan Cardoso

Signature: _____ Title: Vice-President

Telephone: 786-302-6524 Email: a1gcscorp@mail.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): Livan Cardoso

Title: Vice-President

Company: A-1 General Contracting Services Corp.

Date: 2/18/2025

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE }

SS:

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

Livan Cardoso being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Livan Cardoso 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): Livan Cardoso

Title: Vice-President

Company: A-1 General Contracting Services Corp.

Date: 2/18/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Ivan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

NOTARY PUBLIC, STATE OF FLORIDA

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Livan Cardoso

For A-1 General Contracting Services Corp.

Whose business address is: 7973 NW 19 Court, Pembroke Pines, FL, 33024

And (if applicable) its Federal Employer Identification Number (FEIN) is: 92-2890316

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): Livan Cardoso

Title: Vice-President

Company Name: A-1 General Contracting Services Corp.

Date: 2/18/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Livan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Vice-President: Livan Cardoso

(print individual's name and title)

for: A-1 General Contracting Services Corp.

(print name of entity submitting sworn statement)

whose business address is: 7973 NW 19 Court Pembroke Pines, FL, 33024

and (if applicable) its Federal Employer Identification Number (FEIN) is: 92-2890316

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): Livan Cardoso

Title: Vice-President

Company: A-1 General Contracting Services Corp.

Date: 2/18/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Livan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

BUSINESS ENTITY AFFIDAVIT

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

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Livan Cardoso 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:

92-2890316

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

A-1 General Contracting Services Corp

Name of Entity, Individual, Partners or Corporation

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

15962 NW 48 Ave Miami Lakes, FL, 33014

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
Lusimid Cardoso	7973 NW 19 Court Pembroke Pines 33024	51 %
Livan Cardoso	7973 NW 19 Court Pembroke Pines 33024	49 %
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Livan Cardoso

Title: Vice-President

Company: A-1 General Contracting Services Corp.

Date: 2/18/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 2025 before me, the undersigned Notary Public of the State of Florida personally appeared Ivan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We A-1 General Contractor Services Corp. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Livan Cardoso, ITB# 2025-12-007, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Livan Cardoso

Title: Vice-President

Company Name: A-1 General Contracting Services Corp

Date: 2/18/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Livan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

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 Village of Palmetto Bay 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): Livan Cardoso

Title: Vice-President

Company Name: A-1 General Contracting Services Corp

Date: 2/18/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Livan Cardoso 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

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

_____
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 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): Livan Cardoso

Title: Vice-President

Company Name: A-1 General Contracting Services Corp

Date: 2/18/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Livan Cardoso (the individual attesting below), being duly authorized byand on behalf of Livan Cardoso (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 18 th day of February 20 25.

Signature of Affiant

Print or Type Name: Livan Cardoso

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 19 day of February, 20 25.

My Commission Expires: 12/11/28

Cynthia

Notary Public

NHCS – E-Verify 081815

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

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: Livan Cardoso

Title: Vice-President

Signature: _____ Date: 2/18/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: A-1 General Contracting Services Corp ("**Company**")

Vendor FEIN: 92-2890316

Address: 7973 NW 19 Court

City: Pembroke Pines State: FL Zip: 33024

Phone number: 786-302-6524 Email Address: a1gcscorp@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.

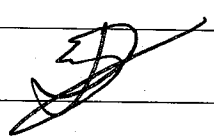
As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

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: Livan Cardoso

Title: Vice-President

Signature: 

Date: 2/18/2025

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)
A-1 General Contracting Services Corp

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
7973 NW 19 Court

Requester's name and address (optional)

City, state, and ZIP code
Pembroke Pines, FL, 33024

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
9 2 - 2 8 9 0 3 1 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 2/18/2025

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: A-1 General Contracting Services Corp.
Company

7973 NW 19 Court, Pembroke Pines, FL, 33024
Address

ATT: Vice-President: Livan Cardoso
Name and Title

PROJECT DESCRIPTION: **Coral Reef Park – Split-Rail Fencing Replacement**
ITB No. 2025-12-007 in accordance with Contract Documents as prepared by the Village
A-1 General Contracting Services Corp.

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: thirty-five thousand nine hundred sixty. Dollars ($ 35,960.00) submitted to the Village of Palmetto Bay (Owner) on 2/18/2025 (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 the Notice of Intent to Award

Sincerely yours,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: A-1 General Contracting Services Corp.
Company

7973 NW 19 Court, Pembroke Pines, FL, 33024
Address

ATT: Vice-President: Livan Cardoso
Name and Title

PROJECT DESCRIPTION: **Coral Reef Park – Split-Rail Fencing Replacement**
ITB No. 2025-12-007 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 the Notice of Intent to Award, 2025. Completion date shall be 19 days later, 2025.

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

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Alessia Bencomo
Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____(hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of _____Dollars ($_____), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Coral Reef Park – Split-Rail Fencing Replacement

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: Coral Reef Park – Split-Rail Fencing Replacement (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-12-007
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 **Coral Reef Park – Split-Rail Fencing Replacement** (the "Project"), which Contract is by reference made a part of this Bond.

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

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

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

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

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

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

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

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

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

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

Name:_____

Address:_____

Phone:_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Coral Reef Park – Split-Rail Fencing Replacement
CONTRACTOR:
CONTRACT NO: 2025-12-007
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 **Coral Reef Park – Split-Rail Fencing Replacement** 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: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

Date: 2/18/2025

STATE OF FLORIDA,
COUNTY OF DADE:

On this 18 day of February, 2025, 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 A-1 General Contracting Services Corp 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 $35,960.00, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of A-1 General Contracting Services Corp 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.

CGC1537087

_____(Seal)
Contractor

Livan Cardoso
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this 19 day of February, 2025, by Livan Cardoso. He/she took an oath, and is personally known to me or has produced Florida ID as identification.

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

_____
Notary Public, State of Florida

My Commission Expires:
12/11/28

Cynthia Fernandez
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

Date: 2/18/2025

STATE OF FLORIDA,
COUNTY OF DADE:

On this 18 day of February, 2025, 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 A-1 General Contracting Services Corp 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 $ 35,960.00, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of A-1 General Contracting Services Corp 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.

CGC1537087

_____(Seal)
Contractor

Livan Cardoso
Print Name

By: _____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this 19 day of February, 2025, by Livan Cardoso. He/she took an oath, and is personally known to me or has produced Florida ID as identification.

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

_____
Notary Public, State of Florida

My Commission Expires:
12/11/28

Cynthia Fernandez
Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

Date: 2/18/2025

WHEREAS, the Undersigned Livan Cardoso in consideration of payment in the amount of $ 35,960.00 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.

CGC1537087
Company: _____(Seal)

Print: A-1 General Contracting Services Corp.

By: _____

Print: Livan Cardoso

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this 19 day of February, 2025, by Livan Cardoso. He/she took an oath, and is personally known to me or has produced Florida ID as identification.

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

_____
Notary Public, State of Florida

My Commission Expires:
12/11/28

Cynthia Fernandez
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Coral Reef Park – Split-Rail Fencing Replacement**

Invitation to Bid#: 2025-12-007

Date: 2/18/2025

The Undersigned Livan Cardoso, for and in consideration of the final payment in the sum of $ 35,960.00, 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: CGC1537087 (Seal)

A-1 General Contracting Services Corp.
Print Name

By: _____

Livan Cardoso
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this 19 day of February, 2025, by Livan Cardoso. He/she took an oath, and is personally known to me or has produced Florida ID as identification.

Cynthia L. Fernandez
Comm.: HH 620682
Expires: Dec. 11, 2028
Notary Public - State of Florida

_____
Notary Public, State of Florida

My Commission Expires:

12/11/28

Cynthia Fernandez
Print Name of Notary Public

SECTION 11.0: Exhibits

Draft Contract for: Coral Reef Park – Split-Rail Fencing Replacement

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2025, 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 **February 4th, 2025** for the **Coral Reef Park – Split-Rail Fencing Replacement**; and

WHEREAS, the Company submitted a bid dated **February 20th, 2025**, in response to **ITB# 2025-12-007**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to replace and install a split-rail fence on behalf of the Village and approved the Bid Sheet submitted by the Company in response to the ITB (the "Work").

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

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Article I. Exhibits

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

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

Article 2. Scope of Work

1. The Work is generally described as follows: _____
2. 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.

3. 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.

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 three (3) months from the NTP date.

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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 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.

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Article 7. Limitation of Liability

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

Article 8. Construction Supervision/Reports

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

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

Article 9. Notices

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

Village:

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

Company:

Name
Company Name
Address

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. Whether the Village terminates the Contract with or without cause, the Village shall not be liable for any damages for lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 7, above.

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C. **Liquidated Damages**

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

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, the Company shall pay the amount due within ten (10) 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.

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**

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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.

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Article 14. Governing Law

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

Article 15. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16. Assignment

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

Article 17. Prohibition Against Contingent Fees

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

Article 18. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 19. Entire Agreement

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

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Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

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

Article22. 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 State Tax

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.

Article 31. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of

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MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

Article 32. Subcontractor

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

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

(Company Name)

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

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

Attachments to this Solicitation

Exhibit "A": CRP Aerial Map **(.PDF FILE)**

Exhibit "B": Wood Fence Details **(.PDF FILE)**

(Total of 2 .pdf to download with solicitation)

FORMULA
CONSTRUCTION INDUSTRIES

Formula Construction Industries Corp

20641 SW 132nd CT
Miami, FL, 33177
Date: 2/20/25

Introduction Letter

Dear Village Council and Procurement Team,

We hope this letter finds you well. At Formula Construction Industries, we pride ourselves on being a Miami-based general contractor with an extensive background in commercial fencing projects. Our owner, Luis Peraza, brings over seven years of dedicated experience in the fencing industry, having managed a wide range of fencing projects including chain link, wood split rail, aluminum and galvanized picket.

We are excited to submit our proposal for the wood split rail fence installation for the Village of Palmetto Bay. Our experience spans a variety of project types, demonstrating our ability to adapt and excel regardless of project complexity or scale.

Enclosed with this letter, you will find our bid proposal. We are committed to applying our depth of expertise to benefit the infrastructure of Palmetto Bay, ensuring the project is completed to the highest standards, on time, and within budget.

Thank you for considering our proposal. We are eager to discuss how we can bring our robust fencing expertise to this project and contribute positively to the community development goals of the Village of Palmetto Bay.

FORMULA
CONSTRUCTION INDUSTRIES

Years in business

Formula Construction Industries has been operating since 2024, specializing in a wide array of fencing projects. Despite the recent establishment of our company, our team brings robust expertise and a proven track record in managing and executing projects that require meticulous attention to detail and adherence to safety and quality standards. We are eager to leverage this expertise to benefit the Village of Palmetto Bay's infrastructure.

Lead Team Information

Name: Luis Peraza
Position: President
Experience: 7 years in commercial fencing

Contact Information:

Phone: (786) 339-1810
Email: Luis@formulaci.com

Sincerely,
Luis Peraza

Owner and Sole Shareholder
Formula Construction Industries Corp

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): Luis Peraza

Title: President

Company: Formula Construction Industries Corp

Date: 2/20/25

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
Paint	Brothers Painting of South Florida	25 South Flagler Ave Homestead, FL 33030	305-367-2994

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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Formula Construction Industries Corp

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

Contracted Services Information:

Scope of Work: Vehicle Barrier Gate Fabrication and Installation

Length of Contract: 60 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:

Luis Peraza and his company were a pleasure to deal with. They completed their scope of work on time, efficiently, and communicated through out the entire process. They went above and beyond, helping us source some additional materials that were outside their contracted scope. Luis was prompt in returning any phone calls or questions I had throughout the project and I will be utilizing his company on future projects.

Name of Public Entity/Company:
Ryan Incorporated Southern

Name of Individual completing this form: Trevor Simanski, P.E.

Signature: Trevor Simanski Title: Project Manager

Telephone: 651-331-6317 Email: tsimanski@ryanfl.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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: City of Lauderdale Lakes, Community Redevelopment Agency

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: Furnished and installed 75LF black windscreen. Replaced approximately 15LF chain link and replaced one top rail and straightened out one line post.

Length of Contract: N/A
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:

Mr. Luis Peraza at Formula Construction Industries Corp, is very professional and a pleasure to work with. Luis was very communicative and efficient throught the entire process. Highly recommend their services .

Name of Public Entity/Company:
City of Lauderdale Lakes, Community Redevelopment Agency

Name of Individual completing this form: Nikitta Khan

Signature: Nikitta Khan Title: CRA Administrative Coordinator

Telephone: 954-535-2490 Email: nikittak@lauderdalelakes.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Formula Construction Industries

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: Repaired approximately 100 LF of damaged split rail fence.

Length of Contract: as needed

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:
N/A

Comments:

Name of Public Entity/Company:
Atlantic Tree Care, LLC

Name of Individual completing this form: Rodger Crouse

Signature: Rodger Crouse Title: Owner

Telephone: 305-345-4837 Email: Atlantictreecare@bellsouth.net

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: LP

Name (typed): Luis Peraza

Title: President

Company: Formula Construction Industries Corp

Date: 2/20/25

NON-COLLUSIVE AFFIDAVIT

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

Luis Peraza being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Formula Construction Industries 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): Luis Peraza

Title: President

Company: Formula Construction Industries Corp

Date: 2/20/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 20 day of, February 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Perez 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 2027

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 Luis Peraza

For Formula Construction Industries Corp

Whose business address is: 20641 SW 132nd Ct Miami, FL 33177

And (if applicable) its Federal Employer Identification Number (FEIN) is: 33-1781398

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): Luis Peraza

Title: President

Company Name: Formula Construction Industries Corp

Date: 2/20/25

ACKNOWLEDGMENT

State of Florida

County of Dade

On this February 20 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Peraza 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 2027

_____
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: Luis Peraza President
(print individual's name and title)

for: Formula Construction Industries Corp
(print name of entity submitting sworn statement)

whose business address is: 20641 SW 132nd Ct Miami, FL 33177

and (if applicable) its Federal Employer Identification Number (FEIN) is: 33-1281398

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): Luis Peraza

Title: President

Company: Formula Construction Industries Corp

Date: 2/20/25

ACKNOWLEDGMENT

State of Florida

County of Dade

On this February 20 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Peraza 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 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, Luis Perraza 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:

33-1781398

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

Formula Construction Industries Corp

Name of Entity, Individual, Partners or Corporation

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

20641 SW 132nd Ct 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
Luis Peraza	20641 SW 132nd Ct Miami FL 33177	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): Luis Peraza

Title: President

Company: Formula Construction Industries Corp

Date: 2/20/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Dade

On this Febeucey 20 day of, 20 25 before me, the undersigned Notary Public of the State of Florida personally appeared Luis Perera 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 2027

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Formula Construction Industries Corp Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-12-007, 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): Luis Peraza

Title: President

Company Name: Formula Construction Industries Corp

Date: 2/20/25

ACKNOWLEDGMENT

State of Florida

County of Dade

On this February 20 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Peraza 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 2027

_____

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 Formula Construction Industries 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): Luis Peraza

Title: President

Company Name: Formula Construction Industries Corp

Date: 2/20/25

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 20th day of, 20 25 before me, the undersigned Notary Public of the State of Florida personally appeared Luis Peraza 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

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 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 2/20/25 at Miami, FL
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): Luis Peraza

Title: President

Company Name: Formula Construction Industries Corp

Date: 2/20/25

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Dade

I, Luis Peraza (the individual attesting below), being duly authorized byand on behalf of Formia Construction 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 20 day of February, 2025

Signature of Affiant

Print or Type Name: Luis Peraza

State of FL

County of Dade

Signed and sworn to (or affirmed) before me,

this the 20 day of February, 2025.

My Commission Expires: 4/2027

Notary Public

MARIA D. CAMACHO
MY COMMISSION # HH 352773
EXPIRES: April 10, 2027

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: Luis Peraza

Title: President

Signature: _____ Date: 2/20/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Formula Construction Industries Corp ("**Company**")
Vendor FEIN: 33-1281398
Address: 20641 SW 132nd Ct
City: [redacted] Miami State: FL Zip: 33177
Phone number: (786) 339-1210 Email Address: LUIS@formaci.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: Luis Peraza
Title: President
Signature: LP
Date: 2/20/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Formula Construction Industries Corp

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

20641 sw 132nd ct

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	3	–	1	2	8	1	3	9	8

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** 2/20/25

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 44,064.00
Total Bid Amount (in words) Forty four thousand Sixty four

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1,200.00
Total Bid Amount (in words) One thousand two hundred

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 69,360.00
Total Bid Amount (in words) Sixty nine thousand three hundred Sixty

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 13,200.00
Total Bid Amount (in words) Thirteen thousand two hundred

Signature of Official: LP
Name (typed): Luis Peraza
Title: President
Company: Formula Construction Industries Corp
Date: 2/20/25

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-12-007

Title: Coral Reef Park – Split-Rail Fencing Replacement

Name of Contractor Formula Construction Industries Corp

Date Addendum Received 2/13/25

Total Pages of Addendum including Acknowledgement 4

Print Name Luis Peraza

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.



CORAL REEF PARK - SPLIT RAIL FENCING REPLACEMENT

PRESENTED TO:
VILLAGE OF PALMETTO BAY

PROPOSAL BY:
FORMULA CONSTRUCTION INDUSTRIES

Table of Contents

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Wood Post Treatment..... Page 4

Wood post cap options .....Page 5

Composite material option.. Page 6-7

Project Schedule

- Permitting, Coordination & Underground locating (1-2 weeks)
- Removal and disposal of existing split rail fence (3 work days)
- Installation of new split rail fence (1.5 weeks)
- Optional painting of split rail fence (1 week)
- Project Completion

Wood Post Treatment

We only work with material that will stand the test of time. it's crucial to choose the best option to ensure durability and longevity. The wood we utilize is made with a 0.60 CCA preservative retention level, which offers unmatched protection and performance. This higher retention rate of 0.60 pounds of preservative per cubic foot guards the wood more effectively against environmental threats like moisture, decay, and pests. It's particularly essential in settings prone to harsh conditions, including ground contact or freshwater immersion. Investing in 0.60 retention wood translates into fewer maintenance issues, reduced replacement costs, and a structure that retains its integrity and aesthetic appeal for years to come. For projects where reliability matters, this is the ideal choice to safeguard your investment and deliver lasting results. Take a look at the chart below to see the difference between 0.40 and 0.60 treatment/retention rates.

Use Category	Service Conditions	Use Environment	Common Agents of Deterioration	Typical Applications	Examples of Treatment/Retention Rates(pcf)
UC4A	Ground Contact or Fresh Water, Non-Critical Components	Exposed to all weather cycles, normal exposure conditions	Decay, fungi, insects	Fence, deck, guardrial posts, cross ties, utility posts(low decay areas)	.15 MCA .15 CA-C(dissolved) .40 ACQ
UC4B	Ground Contact or Fresh Water, Critical Components or Difficult Replacement	Exposed to all weather cycles, high decay potential including salt water splash	Decay, fungi, insects with increased potential for biodeterioration	Perminant wood foundations, building poles, horticultural posts, crossties, and utility poles	.60 CCA .23 MCA .31 CA-C (dissolved) .80 CCA(boards and timbers) .60 ACQ

Wood Post Caps



6" x 6" post cap
Material: HDPE Plastic
Color: Black
$6 per cap



6" x 6" post cap
Material: Stainless Steel
Color: Stainless Steel
$70 per cap
$115 per cap if powder coated



6" x 6" Flat top post cap
Material: Plastic
Color : Brown
$25 per cap



6" x 6" Pyramid post cap
Material: Plastic
Color : Brown
$25.50 per cap



6" x 6" Pyramid post cap
Material: Aluminum
Color(s): Brown, White, Black & Aluminum
$27 per cap

Composite Split Rail Fence



Color Options



Woodland Brown



Saddle



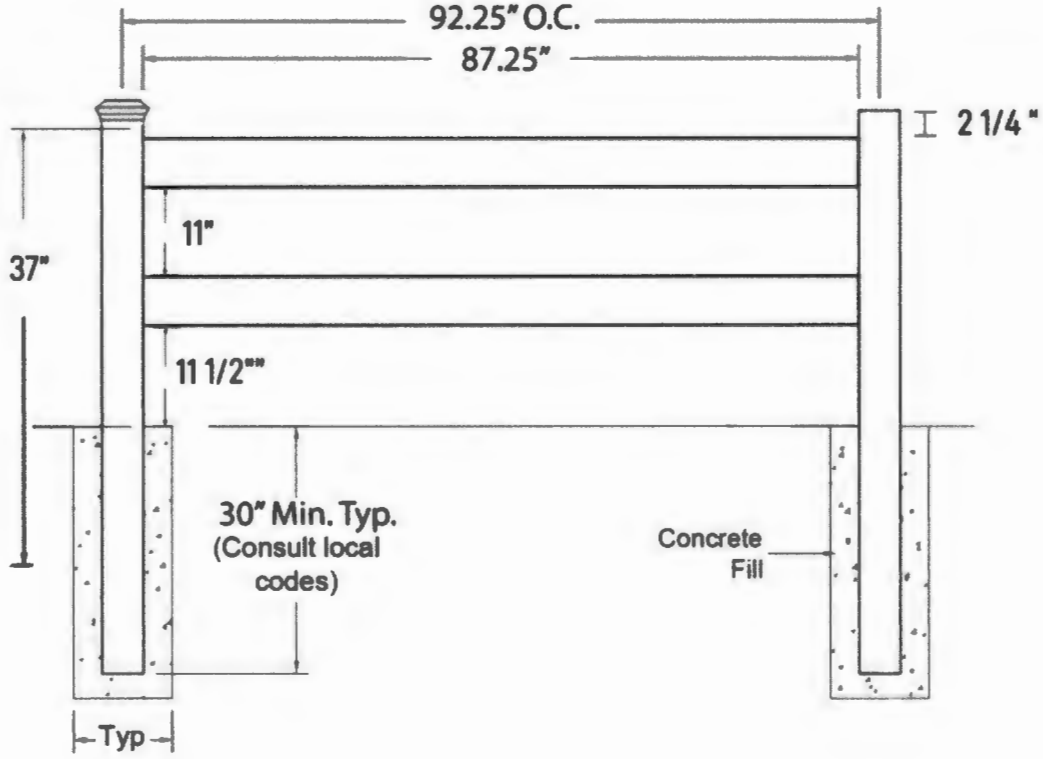
Winchester Grey

Composite Split Rail Fence Shop Drawing

Trex w/Shenandoah™ RAIL FENCE SYSTEM

SHEN 102

2 Rail



NOTES:

1. INSTALLATION TO BE COMPLETED PER MANUFACTURER'S SPECIFICATION.
2. REFER TO TREXFENCINGFDS.COM FOR CONSTRUCTION DETAILS AND PRODUCT INFORMATION
3. DRAWING NOT TO SCALE.

COMPONENT		QTY.	LENGTH
Post Cap	Pyramid, Flat, Crown	1	N/A
Post	5" x 5"	1	60"

COMPONENT		QTY.	LENGTH
Rail	1" x 5 3/4"	4	91"
Rail Insert	1 1/2" x 5 1/2"	2	91 ½"

Component lengths may vary

100124

Trex® Fencing COMPOSITE FENCE SYSTEMS

FDS FENCE DISTRIBUTORS

543 E. 600 S. Provo, UT 84606
1-877-700-8739 - TrexFencingFDS.com

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6-25-20

Made in the USA and Recycling Content Letter:

All Trex® Decking, Railing, and Fencing products are manufactured in the USA (with the exception of some powder coated railing components).

Trex decking and fencing materials (excluding Trex Escapes) are manufactured utilizing a mixture of wood, polyethylene plastic, pigments, and additives. All Trex decking (excluding Trex Escapes) is ICC-ES SAVE certified to be a minimum of 95.4 % recycled content. Trex fencing is also 95% recycled content. Pigments and additives make up a maximum of 5% of the polyethylene stream. The polyethylene stream is 100% recycled and is classified as 35% "Pre-Consumer" and 65% "Post Consumer". 100% of the wood is classified as "Pre-Consumer" as it's either recycled or reclaimed from woodworking and furniture manufacturers.

Trex Transcend®, Trex Select®, and Trex Enhance® Railing are manufactured using a mixture of wood, PVC, Acrylic, pigments and additives. All Trex Transcend, Select, and Enhance Railing is composed of 40% wood fiber by weight reclaimed from "Pre-Consumer" manufacturing processes.

Trex Signature® aluminum railing is made from a minimum of 50 percent recycled aluminum content.

Trex Hideaway® Hidden Fastening System, which includes the Trex Hideaway Universal Fastener, Start Clip, and Connector Clip, are all manufactured in the USA.

No trees are cut down to manufacture Trex. There is no added formaldehyde or formaldehyde resins (urea-formaldehyde) detected in our products. In other words Trex decking does not have any added urea-formaldehyde.

Regards,
Trex Technical Services

ICC EVALUATION SERVICE

Most Widely Accepted and Trusted

ICC-ES VAR Environmental Report

VAR-1011

Reissued June 1, 2011

This report is subject to renewal June 1, 2013.

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DIVISION: 06 00 00—WOOD, PLASTICS AND COMPOSITES
Section: 06 53 00—Plastic Decking
Section: 06 63 00—Plastic Railings

REPORT HOLDER:

TREX COMPANY, INC.
160 EXETER DRIVE
WINCHESTER, VIRGINIA 22602
(540) 542-6300
www.Trex.com

EVALUATION SUBJECT:

Trex Origins® Decking; Trex Brasilia® Decking; Trex Contours® Decking; Trex Accents® Decking; Trex Transcend™ Decking; Trex Transcend™ Fascia: 1x8 and 1x12; Trex® Fascia: 1x8 and 1x12; Trex Designer Series Railing®; Trex Seclusions® Fencing; Trex Surroundings® Fencing

1.0 EVALUATION SCOPE

Compliance with the following evaluation guidelines:

- ICC-ES Evaluation Guideline for Determination of Recycled Content of Materials (EG101), dated October 2008 (editorially revised July 2009).
- ICC-ES Evaluation Guideline for Determination of Biobased Material Content (EG102), dated October 2008 (editorially revised July 2009).

Compliance eligibility with the applicable sections of the following green building rating systems, standards and codes:

- National Green Building Standard (ICC 700-2008) (see Table 4 for details)
- LEED for Homes 2008 (see Table 5 for details)
- LEED 2009 for New Construction and Major Renovations (see Table 6 for details)
- 2010 California Green Building Standards Code (CALGreen), Title 24, Part 11 (see Table 7 for details)

2.0 USES

Trex Origins®, Trex Brasilia®, Trex Contours®, Trex Accents®, Trex Designer Series Railing® and Trex® Transcend are used for a variety of exterior applications, including nonstructural trim and deck boards and guardrail assemblies for balconies, porches and exterior walking surfaces.

Trex Seclusions® Fencing and Trex Surroundings® Fencing are used for exterior fencing applications.

3.0 DESCRIPTION

Trex® products are wood thermoplastic composite lumber (WTCL) made from a blend of wood and polyethylene. The products are manufactured in a variety of sizes, profiles, textures and colors.

4.0 CONDITIONS

4.1 Code Compliance:

The Trex Origins®, Trex Brasilia®, Trex Contours®, Trex Accents®, Trex Transcend™ Decking and Trex Transcend™ Fascia: 1x8 and 1x12, Trex® Fascia: 1x8 & 1x12 and Trex Designer Series Railing® have been evaluated for compliance with the requirements of the International Codes as listed in Table 3 of this report.

Trex Seclusions® Fencing and Trex Surroundings® Fencing do not fall within the scope of the International Codes.

4.2 Green Rating Systems, Standards and Code Eligibility:

The information presented in Tables 4 through 7 of this report provides a matrix of areas of evaluation and corresponding limitations and/or additional project-specific requirements, and offers benefits to individuals who are assessing eligibility for credits or points.

The final interpretation of the specific requirements of the respective green building rating system and/or standard rests with the developer of that specific rating system or standard or the AHJ, as applicable.

Compliance for items noted as "Verified Attribute" is subject to any conditions noted in the tables. Decisions on compliance for those items noted as "Eligible for Points" in Tables 4 through 7 rest with the user of this report, and those items are subject to the conditions noted. The user is advised of the project-specific provisions that may be contingent upon meeting specific conditions, and the verification of those conditions is outside the scope of this report. Rating systems or standards often provide supplemental information as guidance.

5.0 BASIS OF EVALUATION

The information in this report, including the "Verified Attribute," is based upon the following supporting documentation:

5.1 ICC-ES EG101. [Evaluation applies to ICC 700 Section 604.1; LEED Homes MR Credit 2.2; LEED NC MR Credit 4; CALGreen Section A4.405.3 & A5.504.4].

ICC-ES Verification of Attributes Reports are issued under the ICC-ES VAR Environmental Program. These reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.

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5.2 ICC-ES EG102. [Evaluation applies to ICC 700 Section 606.1(2)].

5.3 Evidence of compliance with termite resistance in accordance with Section 4.4 of the ICC-ES Acceptance Criteria for Thermoplastic Composite Wood Products (AC109) or Section 3.9 of the ICC-ES Acceptance Criteria for Deck Board Span Ratings and Guardrail Systems (Guards and Handrails) (AC174). [Evaluation applies to ICC 700 Section 602.8.)

6.0 IDENTIFICATION

Trex products are identified with a stamp noting the manufacturer's name (Trex) and address, the product name, the manufacturing location, the ICC-ES evaluation report number (if applicable), and the name or logo of the inspection or grading agency. The report subjects are also identified on the product and/or packaging with the VAR Environmental Report number (VAR-1011) and the ICC-ES SAVE Mark, as applicable.

TABLE 1—RECYCLED CONTENT BY WEIGHT SUMMARY

PRODUCT NAME	RECYCLED MATERIALS	% PRE-CONSUMER RECYCLED CONTENT	% POST-CONSUMER RECYCLED CONTENT	% TOTAL RECYCLED CONTENT
Trex Origins® Decking Trex Brasilia® Decking Trex Contours® Decking Trex Accents® Decking Trex® Fascia: 1x8 & 1x12 Trex Designer Series Railing® Trex Seclusions® Fencing Trex Surroundings® Fencing	Wood	48.50	0	97.00
	Polyethylene	17.00	31.52	
Trex Transcend™ Decking Trex Transcend™ Fascia: 1x8 & 1x12	Wood	47.70	0	95.40
	Polyethylene	16.70	31.00	

TABLE 2—BIOBASED MATERIAL CONTENT SUMMARY

PRODUCT	MINIMUM % BIOBASED CONTENT	METHOD OF DETERMINATION
Trex Origins® Decking Trex Brasilia® Decking Trex Contours® Decking Trex Accents® Decking Trex® Fascia: 1x8 & 1x12 Trex Designer Series Railing® Trex Seclusions® Fencing Trex Surroundings® Fencing Trex Transcend™ Decking Trex Transcend™ Fascia: 1x8 & 1x12	40%	Calculation

TABLE 3—ICC-ES EVALUATION REPORT NUMBERS FOR TREX PRODUCTS

PRODUCT	REPORT NUMBER
Trex Origins® Decking Trex Brasilia® Decking Trex Contours® Decking Trex Designer Series Railing® Trex Accents® Trex® Fascia: 1x8 and 1x12	ESR-1190
Trex Transcend™ Decking Trex Transcend™ Fascia: 1x8 and 1x12	ESR-3168

TABLES 4 THROUGH 7

Section Number	Section Intent	Possible Points	Conditions of Use to Qualify for Points	Trex Origins® Decking Trex Brasilia® Decking Trex Contours® Decking Trex Accents® Decking Trex® Fascia: 1x8 & 1x12 Trex Designer Series Railing®	Trex Accents Fire Defense® Decking	Trex Transcend™ Decking Trex Transcend™ Fascia: 1x8 & 1x12	Trex Seclusions® Fencing Trex Surroundings® Fencing
TABLE 4—SUMMARY OF AREAS OF ELIGIBILITY WITH THE NATIONAL GREEN BUILDING STANDARD (ICC 700-2008)							
602.8	Termite-resistant materials are used.	6 max	To earn 6 points all structural elements must be termite resistant in areas of heavy termite infestation. 2 or 4 points are available for areas with lower infestation probability.	●	●	●	●
604.1	Use two or more major and/or minor building materials containing recycled content.	2 6 max	2, 4 or 6 points may be earned when products are used with another major building component with recycled content of 25% < 50%; 50% < 75%; ≥ 75%, respectively.	●	●	●	●
606.1(2)	Two types of biobased materials are used, each for more than 1 percent of the project's projected building material cost.	6	To earn 6 points two types of bio-based products must be used and the cost of each must be more than 1% of the projects projected building material cost.	●	●	●	●
903.4.1(3)	The moisture content of lumber is sampled to ensure it does not exceed 19 percent prior to the surface and/or wall cavity exposure.	4	To earn 4 points the moisture content of lumber must be determined to not exceed 19%, such as measuring with a moisture meter, prior to enclosure.	○	○	○	○
TABLE 5—SUMMARY OF AREAS OF ELIGIBILITY WITH USGBC'S LEED FOR HOMES 2008							
MR 2.2	Recycled content.	0.5	To earn 0.5 point use materials with recycled content such that the sum of postconsumer recycled content plus $^1/_2$ the post industrial (preconsumer) content constitutes a minimum total recycled content of 25%.	●	●	●	●
TABLE 6—SUMMARY OF AREAS OF ELIGIBILITY WITH USGBC'S LEED 2009 FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS							
MR4	Recycled content.	1 2 max	To earn 1 point use materials with recycled content such that the sum of postconsumer recycled content plus $^1/_2$ of the preconsumer content constitutes at east 10%, based on the cost,of the total value of the materials in the project. To earn 2 points use 20% or more.	●	●	●	●
TABLE 7—SUMMARY OF AREAS OF ELIGIBILITY WITH 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE							
A4.405.3 A5.405.4	Recycled content.	N/A	Use materials with postconsumer or preconsumer recycled content value for a minimum of 10% of the total value, based on estimated cost of materials on the project.	●	●	●	●
4.505.3	Moisture content of building materials.	N/A	Moisture content of lumber may be measured with an appropriate handheld moisture meter.	○	○	○	○

○	= Eligible for points
●	= Verified attribute

N/A = Not applicable (i.e. this is a minimum requirement that is meet and points/credits are not applicable).

Trex

SDSTF-01
8-6-21

SECTION 1 - IDENTIFICATION:

TREX® FENCING PRODUCTS, TO INCLUDE THE FOLLOWING:

PRODUCT NAME: **TREX SECLUSIONS® FENCING**
COLORS: Saddle, Winchester Grey, Woodland Brown

SUPPLIER: TREX COMPANY, INC
160 EXETER DRIVE
WINCHESTER, VA 22603

PRODUCT AND MSDS INFORMATION: 800-289-8739
EMERGENCY CONTACT: 800-289-8739

REVISION:

SECTION 2 - HAZARD IDENTIFICATION:

HEALTH HAZARD:
This product may be used in applications that produce wood dust fibers. According to OSHA 29 CFR 1910.1200, certain wood fibers and carbon black are considered hazardous if the workplace airborne concentration exceeds the OSHA or ACGIH exposure limits.

EFFECTS OF OVEREXPOSURE:
Dust can irritate nose, throat and respiratory tract and may cause mechanical irritation in the eyes. Repeated exposures to certain wood dusts can produce allergic skin and respiratory reactions including asthma and rhinitis. Inhalation of certain wood fibers can cause nasal cancer. Carbon black is a possible carcinogen.

PHYSICAL / CHEMICAL HAZARDS:
No significant hazards.

ENVIRONMENTAL HAZARDS:
No significant hazards.

NFPA HAZARD ID: Health: 0 Flammability: 1 Reactivity: 0

EMERGENCY RESPONSE DATA: Brown solid. Exposure to fire can generate toxic fumes. High dust levels may create potential for explosion. DOT ERG No. – NA

SECTION 3 – COMPOSITION / INFORMATION ON INGREDIENTS:

Component	Appx. Wt %	OSHA PEL	CAS Registry
Polyethylene	N/A	N/A	9002-88-4
Carbon Black	N/A	3.5 mg/m^3	1333-86-4
Wood Fiber Dust	N/A	5.0 mg/m^3	N/A

NOTE: INGREDIENTS ARE CONTAINED IN A POLYETHYLENE MATRIX. Contains used thermoplastics and waste wood. Plastic obtained primarily from reclaimed/recycled grocery bags and stretch film; wood fiber is typically obtained from furniture makers and/or waste pallets. Standard product is approximately 40% - 50% thermoplastic and 50% - 60% wood fiber.

Chemical Name	CAS Number
Wood Fiber Dust	
Carbon Black	1333-86-4
Polyethylene	9002-88-4

SECTION 4 – FIRST AID MEASURES:

EYE CONTACT: Flush thoroughly with water. If irritation occurs, call a physician.

SKIN CONTACT: Wash contact areas with soap and water. Launder contaminated clothing before reuse.

INHALATION: If respiratory irritation, cough, shortness of breath, wheezing or chest tightness occurs after exposure to dust, remove from further exposure, seek immediate medical assistance and call for a physician.

INGESTION: Not expected to be a problem when ingested. If uncomfortable, seek medical assistance.

SECTION 5 – FIRE-FIGHTING MEASURES:

EXTINGUISHING MEDIA: Water

SPECIAL FIRE FIGHTING PROCEDURES: Use water to keep fire exposed product cool. For fires in enclosed areas, fire fighters must use self-contained breathing apparatus.

SPECIAL PROTECTIVE EQUIPMENT: For fires in enclosed areas, fire fighters must use self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Exposure to fire can generate toxic fumes. High dust levels may create potential for explosion. Flash Point C (F): > 370 (698) (Flame Spread Index =75). Flammable limits - LEL: NA, UEL: N/A.

HAZARDOUS DECOMPOSITION PRODUCTS: Smoke, Carbon Monoxide, Acetaldehyde, Formaldehyde, Formic Acid, Acetic Acid.

SECTION 6 – ACCIDENTAL RELEASE MEASURES:

NOTIFICATION PROCEDURES: None

PROCEDURES IF MATERIAL IS RELEASED OR SPILLED: Where dusty conditions are created as a result of cutting or sawing, wet dust down then sweep or vacuum for disposal. Personnel performing cleanup must use protective equipment.

ENVIRONMENTAL PRECAUTIONS: Not expected to be a problem.

PERSONAL PRECAUTIONS: See Section 8

SECTION 7 – HANDLING AND STORAGE:

HANDLING: TREX® FENCING is not intended for load bearing or heavy structural applications. Please consult Trex® FENCING's test reports and company literature for proper usage. Trex® FENCING is heavier than most traditional lumber products and proper handling is required to prevent damage or injury. Do not burn in fireplace or use as firewood.

STORAGE: Do not store in open or unlabeled containers. Store away from strong oxidizing agents or combustible material.

SECTION 8 – EXPOSURE CONTROLS / PERSONAL PROTECTION:

VENTILATION: Use in well-ventilated area.

RESPIRATORY PROTECTION: Approved dust respirators must be used for dusty conditions or if breathing of dusts is likely.

EYE PROTECTION: Safety glasses with side shields, or goggles, should be worn to protect against dust particles.

SKIN PROTECTION: No special equipment required. Good personal hygiene practices should always be followed.

Substance Name (CAS-No.)	Source	TWA ppm mg/m3	STEL ppm mg/m3
Wood Fiber Dust – Softwood	OSHA	5	
Wood Fiber Dust – Western Red Cedar	OSHA	2.5	
Wood Fiber Dust – Softwood	ACGIH	5	10
Wood Fiber Dust – Hardwoods (Including Almond Wood)	OSHA	5	
Carbon Black (1333-86-4)	OSHA & ACGIH	3.5	

Note: Limits shown for guidance only. Follow application regulations.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES:

Typical physical properties are given below. Consult Product Data Sheet for specific details.

Appearance: Solid
Color: Gray, Red, Brown
Odor: None
Odor Threshold - ppm: NE
pH: N/A
Boiling Point C(F): N/A
Melting Point C(F): > 110 (230)
Flash Point C(F): > 370 (698)
Flammability: NE (Flame Spread Index = 60)
Auto Flammability: 395 (743)
Explosive Properties: N/A
Oxidizing Properties: N/A
Vapor Pressure-mmHg 20C: N/A
Vapor Density: NE
Evaporation Rate: NE
Relative Density, 15/4 C: 0.96
Solubility in Water: Negligible
Partition Coefficient: NE
Viscosity at 40C, cSt: N/A
Viscosity at 100C, cSt: N/A
Pour Point C (F): N/A
Freezing Point C(F): NE
Volatile Organic Compound: NE

N/A = Not Applicable NE = Not Established D = Decomposes

SECTION 10 – STABILITY AND REACTIVITY:

STABILITY (THERMAL, LIGHT, ETC.): Stable.
CONDITIONS TO AVOID: Heat and flame. Build-up of dusts.
INCOMPATIBILITY (MATERIALS TO AVOID): Strong oxidizers.
HAZARDOUS DECOMPOSITION PRODUCTS: Smoke, Carbon Monoxide, Acetaldehyde, Formaldehyde, Formic Acid, Acetic Acid.
HAZARDOUS POLYMERIZATION: Will not occur.

SECTION 11 – TOXICOLOGICAL INFORMATION:

ACUTE TOXICOLOGY:

Oral Toxicity (Rats): Not established.
Dermal Toxicity (Rabbits): Not established.
Inhalation Toxicity (Rats): Not established.
Eye Irritation (Rabbits): Not established.
Skin Irritation (Rabbits): Not established.

CHRONIC TOXICOLOGY (SUMMARY):
IARC has determined that there is sufficient evidence to classify wood fiber as a human carcinogen. IARC has classified carbon black as a possible human carcinogen based on animal data. When wood fiber and carbon black are incorporated into a polymer matrix exposure is virtually eliminated.

SECTION 12 – ECOLOGICAL INFORMATION:

ENVIRONMENTAL FATE AND EFFECTS: Not established.

SECTION 13 – DISPOSAL CONSIDERATIONS:

WASTE DISPOSAL: Dispose of waste as normal refuse.

SECTION 14 – TRANSPORT INFORMATION:

HS NUMBER: 3925.90.0000
USA DOT: Not regulated by USA DOT.
IMO: Not regulated by IMO.
IATA: Not regulated by IATA.

SECTION 15 - REGULATORY INFORMATION:

GOVERNMENTAL INVENTORY STATUS: All components comply with TSCA.

U.S. SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (SARA) TITLE III: This product contains no "EXTREMELY HAZARDOUS SUBSTANCES."

SARA (311/312) REPORTABLE HAZARD CATEGORIES: CHRONIC

This product contains no chemicals reportable under SARA (313) toxic release program.

The following product ingredients are cited on the lists below:

Chemical Name	List Citations
Wood Fiber Dust	1, 2, 6
Carbon Black	8

----REGULATORY LISTS SEARCHED----

1 - ACGIH ALL	6 – IARC 1	11 – TSCA 4	17 – CA P65	22 – MI 293
2 - ACGIH AL	7 - IARC 2A	12 - TSCA 5A2	18 - CA RTK	23 - MN RTK
3 - ACGIH A2	8 - IARC 2B	13 - TSCA 5E	19 - FL RTK	24 - NJ RTK
4 - NTP CARC	9 - OSHA CARC	14 - TSCA 6	20 - IL RTK	25 - PA RTK
5 - NTP SUS	10 - OSHA Z	15 - TSCA 12B	21 - LA RTK	26 - RI RTK

CODE KEY: CARC = CARCINOGEN SUS = SUSPECTED CARCINOGEN

USE: COMPOSITE LUMBER PRODUCTS

INGREDIENT	PCT
Wood Fiber	50-60
Polyethylene	40-50
Carbon Black	< 1

SECTION 16 – OTHER INFORMATION:

Information given herein is offered in good faith as accurate, but without guarantee. Conditions of use and suitability of the product for particular uses are beyond our control; all risks of use of the product are therefore assumed by the user and we expressly disclaim all warranties of every kind and nature, including warranties of merchantability and fitness for a particular purpose in respect to the use or suitability of the product. Nothing is intended as a recommendation for uses which infringe valid patents or as extending license under valid patents. Appropriate warnings and safe handling procedures should be provided to handlers and users. Alternation of this document is strictly prohibited. Except to the extent required by law, republication or retransmission of this document, in whole or in part, is not permitted. Trex® assumes no responsibility for accuracy of information unless the document is the most current available from an official Trex® distribution system. Trex® neither represents nor warrants that the format, content or product formulas contained in this document comply with the laws of any other country except the United States of America.

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Exterior Oil-Based
Wood Primer
Y24W08020 (US) Y24WQ8820 (Canada)

CHARACTERISTICS

Exterior Oil-Based Wood Primer is designed for blocking tannin, water, and other stains on exterior wood, manufactured siding, hardboard, rought sawn siding, and trim as a spot primer or overall primer.

• Penetrates and seals bare wood for strong adhesion and a lasting finish.

• Blocks stains from water, wood tannins and knots.

• Resists Mildew

For use on these surfaces:
• Pine
• Fir
• Cedar
• Redwood
• Oak
• Maple
• Ash
• Hardboard
• Primed Metal
• Previously Painted Surfaces

Color: White

Coverage: 350-400 sq. ft. per gallon
4 mils wet, 2.3 mils dry

Drying and recoat times are temperature, humidity, and film thickness dependent.

Drying Time, @ 50% RH:

	@ 35-45°F	@ 45°F+
Touch:	4-8 hours	2-4 hours
Recoat:	24-48 hours	24 hours

Finish: 0-18 units @ 85°

Tinting: Requires Blend-A-Color Toner for tinting. For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz per gallon of Blend-A-Color Toner can be used to approximate the topcioat color. Check color before use.

White Y24W08020

V.O.C. (less exempt solvents):
318 grams per litre; 2.65 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	59 ±2%
Weight Solids:	77 ±2%
Weight per Gallon:	11.39 lbs
Flash Point:	115°F PMCC
Vehicle Type:	Alkyd
Shelf Life:	36 months, unopened

Mildew Resistant
This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 08/15/2024, Complies with :

OTC	Yes
OTC Phase II	No
S.C.A.Q.M.D.	No
CARB	No
CARB SCM 2007	No
CARB SCM 2020	No
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

APPLICATION

Apply at temperatures above 35°F (1.6°C)

Do not reduce for stain blocking or in restricted areas.

No reduction needed.

Brush:
Use a natural bristle brush.

Roller:
Use a 3/8 to 3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin.williams.com.

Spray - Airless:

Pressure	2000 p.s.i.
Tip	.019-.021 inch

APPLICATION TIPS

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

SPECIFICATIONS

1 coat Exterior Oil-Based Wood Primer
2 coats Appropriate Exterior topcoat

Recommended Architectural Topcoats:
A100® Exterior
All Surface Enamel
Duration® Exterior
Emerald® Exterior
Resilience® Exterior
SuperPaint® Exterior
WoodScapes® Solid Stain

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

continued on back

Exterior Oil-Based
Wood Primer

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead or by contacting your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Seal stains from water, smoke, ink, pencil, grease, etc. with an appropriate primer sealer.

Caulking:
Fill gaps between windows, doors, trim and other through-wall openings with the appropriate caulk after priming the surface. Allow proper drying time before application of the primer.

Wood, Composition Board:
Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. Spot prime knots and sap streaks.

On woods that present potential tannin bleeding, such as redwood and cedar, Exterior Oil-Based Wood Primer can be used. Care must be taken to determine if tannins will be activated by the solvent in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, it may be the result of solvent soluable tannin within the wood. In that case, use Exteror Latex Wood Primer.

SURFACE PREPARATION

Mildew:
Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

CAUTIONS

For exterior use only.

Non-photochemically reactive.

Not of use on horizontal surfaces, such as a roof, deck, or floor, or where water may collect.

Before using, carefully read **CAUTIONS on label.**

DANGER! HARMFUL OR FATAL IF SWALLOWED. COMBUSTIBLE! VAPOR HARMFUL. IRRITATES EYES, SKIN AND RESPIRATORY TRACT. ALIPHATIC HYDROCARBONS CRYSTALLINE SILICA Contents are **COMBUSTIBLE.** Keep away from heat and open flame. **VAPOR HARMFUL.** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (**NIOSH** approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 08/15/2024 Y24W08020 39 318
FRC, SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with compliant compatible solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS

102.61

Latitude™

Exterior Acrylic Flat

K60-650 Series

SHERWIN WILLIAMS.

CHARACTERISTICS

Latitude™ Exterior Acrylic Flat gives painters more flexibility in their schedules and extends the painting season. **Latitude** is formulated with ClimateFlex Technology™, providing exceptional early moisture resistance and smooth application and appearance at extreme temperatures (application at 35°F-120°F (1.7°C - 48.8°C) air, surface and material temperatures) and is resistant to early dirt pick up.
Latitude provides outstanding performance on properly prepared aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal.

Key Attributes and Benefits:
ClimateFlex Technology™
Excellent application, flow and leveling
Great dirt pick up resistance

VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping and buckling when applied to a sound, stable vinyl substrate.

Color:	Most Colors
Coverage:	350-400 sq. ft. per gallon @ 4 mils wet, 1.4 mils dry

Drying Time, @ 50% RH:

	@35-45°F	@45°F+
Touch:	2 Hours	2 Hours
Recoat:	24-48 hours	4 Hours

Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 0-5 units @ 85°

Tinting with CCE only:

Base:	oz. per gallon	Strength
Extra White*	0-7	SherColor
Super White	**DO NOT TINT**	
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor
Light Yellow	0-10	SherColor
Vivid Yellow	0-10	SherColor
Real Red*	0-10	SherColor

*Extra White and Real Red bases may be used without the addition of CCE tint.

Extra White K60W00651
(may vary by color)

V.O.C.(less exempt solvents):
Less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	34 ±2%
Weight Solids:	51 ±2%
Weight per Gallon:	11.25 lbs
Flash Point:	N.A.
Vehicle Type:	100% Acrylic
Shelf Life:	36 months, unopened
WVP Perms (US)	30.84 grains/(hr ft² in Hg)

Mildew Resistant
This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 09/22/2022, Complies with :

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	N/A
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

APPLICATION

When the air temperature is at 35°F (1.7°C), substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F (1.7°C) and at least 5°F above the dew point. Avoid using if rain or snow is expected within 30 minutes.

Do not apply at air or surface temperatures below 35°F (1.7°C) or when air or surface temperatures may drop below 35°F (1.7°C) within 48 hours.

No reduction needed.

Brush:
Use a nylon-polyester brush.

Roller:
Use a high quality 3/8-3/4 inch nap synthetic roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray - Airless:
Pressure .....2000 p.s.i.
Tip .....0 15-.019 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection with **Latitude** coating.

SPECIFICATIONS

Latitude can be self-priming when used directly over existing coatings, or exterior bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding[1], Galvanized Steel[1]:
2 coats Latitude Exterior Acrylic

Concrete Block, CMU, Split face Block:
1 coat Loxon Acrylic Block Surfacer
2 coats Latitude Exterior Acrylic

Brick, Stucco, Cement, Concrete:
1 coat Loxon Concrete & Masonry Primer (if needed)
or
Loxon Conditioner (if needed)
2 coats Latitude Exterior Acrylic

Cement Composition Siding/Panels:
1 coat Loxon Concrete & Masonry Primer (if needed)
or
Loxon Conditioner (if needed)
2 coats Latitude Exterior Acrylic

Plywood:
1 coat Exterior Latex Primer
2 coats Latitude Exterior Acrylic

***Vinyl Siding:**
2 coats Latitude Exterior Acrylic

Wood (Cedar, Redwood):
1 coat Exterior Oil-Based Wood Primer
2 coats Latitude Exterior Acrylic

Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Wood Composition Board - Hardiboard:
Because of the potential for wax bleeding out of the substrate, apply 1 coat of Exterior Oil-Based Wood Primer and then topcoat.

[1] On large expanses of metal siding, the air, surface, and material temperatures must be 50°F (10°) or higher. Standard latex primers cannot be used below 50°F (10°C) or above 100°F (37.7°C). See specific primer label for that product's application limitations.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

continued on ba-'-

Latitude™
Exterior Acrylic Flat

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Aluminum and Galvanized Steel:
Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

Cement Composition Siding-Panels:
Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer. After power washing, previously painted masonry may still have a powdery surface that should be sealed with Loxon Conditioner.

Caulking:
Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Masonry, Concrete, Cement, Block:
All new surfaces must be cured according to the supplier's recommendations – usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Previously Painted Surfaces:
Spot prime bare areas, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.

SURFACE PREPARATION

Mildew:
Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Wood:
Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Steel:
Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco:
Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products:**
Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, if needed prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-Photochemically reactive.

Before using, carefully read **CAUTIONS on label.**

CRYSTALLINE SILICA, ZINC: Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 09/22/2022 K60W00651 05 39
FRC, SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm clean water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS

Gomez & Son Fence™

February 20, 2025

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

Reg: ITB 2025-12-007, Coral Reef Park – Split Rail Fencing Replacement – Introduction Letter

To whom it may concern,

Gomez and Son Fence have been in business since 1991. Our team leaders are Mr. Alejandro Rodriguez, Project Manager, Mr. Luis Iturriaga, Project and Isabel Paneque, Office Manager.

Sincerely,

Caridad Gomez

Digitally signed by Caridad Gomez
Date: 2025.02.20 07:42:52 -05'00'

Caridad Gomez
Owner/President

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): Caridad Gomez

Title: Owner / President

Company: Gomez & Son Fence Corp.

Date: February 13, 2025

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Gomez & Son Fence Corp.

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

Contracted Services Information:

Scope of Work: Schoolwide Fencing Term Bid

Length of Contract: 3 Years w/2 1yr Ext.

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:

This is an Exceptional Company - one of the best to work with. Always keeps us updated on progress and any problems that arise - Resolves Problems Quickly.

Comments:

Outstanding Fence Co.

Name of Public Entity/Company:
Miami Dade County Public Schools

Name of Individual completing this form: Mr. Patrick Hazzard

Signature: [signature] Title: Construction Maintenance Coordinator Supervisor

Telephone: (786) 256-4883 Email: phazzard@dadeschools.net

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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Gomez & Son Fence Corp.

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

Contracted Services Information:

Scope of Work: Schoolwide Fencing Term - Bid

Length of Contract: _____
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments: Gomez and Son fence is a top-quality company that I have contracted with, and have no issues with their work. They have consistently responded to all my projects in a timely manner and have addressed any concerns promptly. Their commitment to fixing any issues and ensuring customer satisfaction has been outstanding. I highly recommend Gomez and Son Fence 100%.

Name of Public Entity/Company:
Miami Dade County Public Schools

Name of Individual completing this form: Gustavo Posso

Signature: _____ Title: Project Foreperson

Telephone: (305) 995-4803 Email: GPosso@dadeschools.net

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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Gomez & Son Fence Corp.

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

Contracted Services Information:

Scope of Work: Fencing Parks Countywide Term Bid

Length of Contract: 12 MONTHS
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:

NONE AT THIS TIME.

Name of Public Entity/Company:
Miami Dade County Parks, Recreation and Open Spaces

Name of Individual completing this form: Omar A. Rivero

Signature: _____ Title: Construction Manager

Telephone: (305) 596-4460 ext. 5001276 Email: Omar.Rivero@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): Caridad Gomez

Title: Owner/ President

Company: Gomez & Son Fence Corp.

Date: February 13, 2025

NON-COLLUSIVE AFFIDAVIT

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

Caridad Gomez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Gomez & Son Fence Corp. the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Caridad Gomez

Title: Owner / President

Company: Gomez & Son Fence Corp.

Date: February 13, 2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 13, Feb. day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA

ISABEL PANEQUE
NOTARY PUBLIC
MY COMMISSION
EXPIRES 7-23-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 534365

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 Caridad Gomez

For Gomez and Son Fence Corp.

Whose business address is: 10805 NW 22nd Street, Miami, FL. 33172

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-2731396

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): Caridad Gomez

Title: Owner/ President

Company Name: Gomez and Son Fence Corp.

Date: February 13, 2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 13, February day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA

ISABEL PANEQUE
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-23-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 534365

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: Caridad Gomez, Owner/President

(print individual's name and title)

for: Gomez & Son Fence Corp.

(print name of entity submitting sworn statement)

whose business address is: 10805 nw 22nd Street, Miami, FL. 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-2731396

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): Caridad Gomez

Title: Owner / President

Company: Gomez & Son Fence Corp.

Date: February 18, 2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 18, Feb. day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA

ISABEL PANEQUE
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-23-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 534365

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, Caridad Gomez being first duly sworn

state: Florida

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

45-2731396

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

Gomez & Son Fence CORP.

Name of Entity, Individual, Partners or Corporation

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

10805 NW 22nd Street Miami FL. 33172

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
Caridad Gomez	420nw12DAvenue	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

Signature of Official: _____

Name (typed): Caridad Gomez

Title: Owner/ President

Company: Gomez & Son Fence Corp.

Date: February 18, 2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 18, February day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA



ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Gomez & Son Fence Corp. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-12-007, 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): Caridad Gomez

Title: Owner/ President

Company Name: Gomez & Son Fence Corp.

Date: February 18, 2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 18. February day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA

ISABEL PANEQUE NOTARY PUBLIC MY COMMISSION EXPIRES 7-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 534365

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): Caridad Gomez

Title: Owner / President

Company Name: Gomez & Son Fence Corp.

Date: February 18, 2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 18.Feb. day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Caridad Gomez 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

Isabel Paneque

NOTARY PUBLIC, STATE OF FLORIDA

ISABEL PANEQUE
NOTARY PUBLIC
MY COMMISSION EXPIRES 7-23-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 534365

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? No

Yes or No, If yes, explain the circumstances.

Executed on February 18, 2025 at 10805 NW 22nd Street Miami FL. 3317 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Caridad Gomez

Title: Owner/ President

Company Name: Gomez & Son Fence Corp.

Date: February 18, 2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Isabel Paneque (the individual attesting below), being duly authorized byand on behalf of Gomez & Son Fence Corp. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 18 day of February, 2025.

Isabel Paneque

Signature of Affiant

Print or Type Name: Isabel Paneque

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 18th day of February, 2025.

My Commission Expires: 11/13/2027

Notary Public

NHCS – E-Verify 081815

NORMA RAMOS
Notary Public
State of Florida
Comm# HH451503
Expires 11/13/2027

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: Caridad Gomez

Title: Owner / President

Signature: _____ Date: February 18, 2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Gomez and Son Fence Corp. ("**Company**")
Vendor FEIN: 45-2731396
Address: 10805 NW 22nd Street
City: Miami State: FL Zip: 33172
Phone number: 305 471-8922 Email Address: ca@GomezFence.com

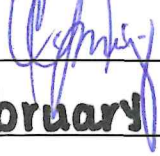
As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

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: Caridad Gomez
Title: Owner/ President
Signature: 
Date: February 18, 2025

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 31,540.00
Total Bid Amount (in words) Thirty one thousand five hundred forty ----- Dollars / 00

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1,000.00
Total Bid Amount (in words) One thousand ---- Dollars / 00

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 88,295.00
Total Bid Amount (in words) Eighty eight thousand two hundred ninety five ----- Dollars / 00

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 5,000.00
Total Bid Amount (in words) Five thousand ---- Dollars / 00

Signature of Official: _____
Name (typed): Candad Gomez
Title: Owner/ President
Company: Gomez & Son Fence Corp.
Date: February 19, 2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Bid Bond

Bond# 0245024-20

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Gomez & Son Fence Corp. (hereinafter called the Principal), and United States Fire Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Delaware 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 Bid Amount ---------- 00/100 Dollars ($ 5% of Bid Amount), 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")
Coral Reef Park – Split-Rail Fencing Replacement

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.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0245024 -20

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Christine Harris, Marina Ramil, Odalis Cabrera

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 60125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 19th day of February 2025

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

IN WITNESS WHEREOF, THE said Gomez & Son Fence Corp., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said United States Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 19th day of February, and Witnessed by Jessica Calderon, A.D., 20 25.

ATTEST:

Gomez & Son Fence Corp.

By: _____
Caridad Gomez, President
(Principal)

WITNESS:

United States Fire Insurance Company

By: _____
Attorney-in-Fact
Odalis Cabrera

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

Addendum Acknowledgement

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-12-007

Title: Coral Reef Park – Split-Rail Fencing Replacement

Name of Contractor Gomez & Son Fence Corp.

Date Addendum Received February 13, 2025

Total Pages of Addendum including Acknowledgement 5

Print Name Caridad Gomez

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. 1

Date: February 13th, 2025

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. 2025-12-007
Coral Reef Park – Split-Rail Fencing Replacement

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 4th, 2025, and with a bid opening date of February 20th, 2025, with any amendments and/or additions noted below.

Please see attached the revised Bid Form named "Addendum #1 - ITB# 2025-12-007 – Updated Bid Form"

Question No. 1: What is the budget for the project?

Response: *There is no budget for this project.*

Question No. 2: Will the old fence be used as a reference to establish the upper level of the new fence?

Response: *Dimensions are noted on the attached 'Wood Fence Detail'.*

Question No. 3: What type of paint and what color will the new wooden fence be?

Response: *The ITB does not include painting, but bidders may offer an optional quote for paint that matches existing park perimeter wooden fence. The current paint is padre brown flat paint from Home Depot.*

Question No. 4: What type of post caps should be used?

Response: *ITB requests the bidder to include type of cap offered.*

Question No. 5: Would the Village like to keep the elevation measurement the same throughout? If so, the fence may appear uneven.

Response: *The bidder does not have to make any adjustments but the bidder should ensure that the fence is leveled. The bidder should make the necessary modifications to ensure the fence is even.*

Question No. 6: *Can you cut the root of the tree?*

Response: *Yes, a root from a tree may need to be cut back to allow for proper post installation.*

Question No. 7: *There is a wooden post along the asphalt trail, would the Village like for it to be replaced?*

Response: *There is a walkout. Remove/replace and match the existing park perimeter wooden fence.*

Question No. 8: Will cleanup be part of the job?

Response: *Cleanup regarding the raking up and disposing of rocks and debris is required along the fence line once completed is mandatory.*

Question No. 9: Do you want to put a cap for the fence?

Response: *Yes.*

Question No. 10: What should the bidder provide for the second material?

Response: *The bidders can provide an option that is not an inexpensive material but provide details and price it out. The bidder should ensure the wood is not the same as what currently exists.*

Question No. 11: Are we reinstalling the reflection signs around the fence?

Response: *The bidder will remove the sign and the Village's Public Services Department will reinstall the signs.*

Question No. 12: Is a bid bond required?

Response: *Yes, a bid bond is required for any bids exceeding fifty thousand dollars and zero cents ($50,000.00) as reference on page 13 of the ITB.*

Question No. 13: Will the Village be updating the shop drawing to include the cap for the fence?

Response: *At this time, the Village does not have someone to make such adjustments to the drawings, but the bidder could adjust the measurements that would best meet the needs of the Project.*

Question No. 14: In the event that no supplier is found with the correct specification for the Project using the composite material, how would the Village want to proceed in regard to our bid proposals as far as filling out in the bid proposal a quote for a composite material fence that cannot be provided per specifications?

Response: *The Village would invite bidders to submit for consideration quotes on composite fencing with different dimensions, but the bidder must specify that it varies from the specifications requested.*

Question No. 15: Will the existing posts of the split-rail fence need to be completely removed, or can they be cut flush with the ground?

Response: *As mentioned on page 14 of the ITB, "Existing split-rail fencing along SW 148th Street shall be removed and disposed of properly at the bidder's expense".*

Question No. 16: Could the Village please explain how to fill the 4.1 Section (Bid Form)?

Response: *Please see attached the revised Bid Form.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

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

Optional Price for Post Caps on Wood Posts:

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

Option for Composite Material (attach product description/details):

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

Option for Paint – Padre Brown Flat Paint (attach product description/details):

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

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

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

ITB# 2025-12-007

Coral Reef Park- Split-Rail Fencing Replacement

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

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 35,700
Total Bid Amount (in words) Thirty-five Thousand seven hundred.

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 1550
Total Bid Amount (in words) one Thousand five hundred fifty

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 57,600
Total Bid Amount (in words) fifty seven Thousand six hundred.

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 1500
Total Bid Amount (in words) one Thousand five hundred.

Signature of Official:
Name (typed): Manuel Diaz
Title: Owner
Company: Headway Construction LLC
Date: 2/15/25

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

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): Manuel Diaz

Title: Owner

Company: Headway Construction LLC

Date: 2/12/25

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
Does not Apply			

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Headway Construction LLC.

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

Contracted Services Information:

Scope of Work: Exterior and interior painting, repair, weatherproofing, caulking, replace playground cover and tent, repair concrete sidewalk, striping parking lot.

Length of Contract: 7-2-24 - 9-2-24 / 12-1-24 - 1-29-25

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:

I will keep doing bussiness with Headway Const and staff, very satisfactory and the company met my expectatives.

Name of Public Entity/Company: ID Painting Corp.

Name of Individual completing this form: Jose A Duran.

Signature: [signature] Title: President

Telephone: 786-515-3909 Email: idpaintingcorp@yahoo.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: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Headway Construction LLC

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

Contracted Services Information:

Scope of Work: Scope of work includes the removal, repair and replacement of damaged drywall, along with surface preparation and painting to match existing finishes.

Length of Contract: 30 days

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

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

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

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

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

Comments:

We had an excellent experience working with Headway Construction. Their team was professional, punctual and highly skilled. They completed the work efficiently and on time. I highly recommend Headway Construction and look forward to working with them again in the future.

Name of Public Entity/Company: Palm Beach County School District

Name of Individual completing this form: Osniel Abalo

Signature: [signature] Title: Area Manager

Telephone: (561) 722-1412 Email: Osniel.abalo@palmbeachschools.org

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Coral Reef Park – Split-Rail Fencing Replacement
Invitation to Bid No. 2025-12-007

Name of Company: Headway Construction LLC

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

Contracted Services Information:

Scope of Work: 352 feet of white vinyl fence

Length of Contract: 2 weeks
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:

very satisfied with the work.

Name of Public Entity/Company:

Name of Individual completing this form: Waldo Mesa Nuñez

Signature: [signature] Title: ___

Telephone: 786-570-0191 Email: WaldoMesa92@Yahoo.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): Manuel Diaz

Title: Owner

Company: Headway Construction LLC

Date: 2/12/25

NON-COLLUSIVE AFFIDAVIT

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

Manuel Diaz being first duly sworn, deposes and says that:

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

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Owner

Company: Headway Construction LLC

Date: 2/12/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Manuel Diaz 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

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

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 Manuel Diaz

For Headway Construction LLC

Whose business address is: 12586 79th ct N west Palm Beach Fl 33412

And (if applicable) its Federal Employer Identification Number (FEIN) is: 99 3995008

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): Manuel Diaz

Title: Owner

Company Name: Headway Construction LLC

Date: 2/12/25

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Manuel Diaz 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

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Manuel Diaz - Owner
(print individual's name and title)

for: Headway Construction LLC
(print name of entity submitting sworn statement)

whose business address is: 12586 79Th CT N west Palm beach Fl 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 993995008

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): Manuel Diaz

Title: Owner

Company: Headway Construction LLC

Date: 2/12/25

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 12 day of, 2025 before me, the undersigned Notary Public of the State of Florida personally appeared Manuel Diaz 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.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
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, Manuel Diaz 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:

99395008
Federal Employer Identification Number (If none, Social Security Number)

Headway Construction LLC
Name of Entity, Individual, Partners or Corporation

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

12586 79Th CT N West Palm beach Fl 33412
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
Manuel Diaz	12586 79th ct N West Palm beach FL 33412	50 %
Yiranis Diaz	12586 79th ct N West Palm beach FL 33412	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:

N/A

Signature of Official: _____

Name (typed): Manuel Diaz

Title: Owner

Company: Headway Construction LLC

Date: 2/12/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 12 day of, 2025 before me, the undersigned Notary Public of the State of Florida personally appeared Vaneeel Diaz 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.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Headway Construction LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Coral reef split rail fence replacement, ITB# 2025-12-007, 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): Manuel Diaz

Title: Owner.

Company Name: Headway Construction LLC

Date: 2/15/25

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 15 day of, 2025 before me, the undersigned Notary Public of the State of Florida personally appeared Manuel Diaz 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

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

_____
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): Manuel Diaz

Title: Owner

Company Name: Headway Construction LLC

Date: 2/12/25

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this Feb 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Manuel Diaz 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.

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

_____
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 on Feb 15, 2025 at Palm Beach.
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): Manuel Diaz

Title: Owner

Company Name: Headway Construction LLC

Date: 2/15/25

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

I, Manuel Diaz (the individual attesting below), being duly authorized byand on behalf of Headway Construction LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 12 day of Feb, 2025

Signature of Affiant

Print or Type Name: Manuel Diaz

State of Florida

County of Palm Beach

Signed and sworn to (or affirmed) before me,

this the 12 day of Feb, 20 25

My Commission Expires: 10-12-27.

Notary Public

IRISDAY ASANZA
Notary Public - State of Florida
Commission # HH 453742
My Comm. Expires Oct 12, 2027
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: Manuel Diaz

Title: Owner

Signature: _____ Date: 2/12/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Headway Construction LLC ("**Company**")
Vendor FEIN: 99 3995006
Address: 12586 79Th CT N
City: West Palm beach State: FL Zip: 33412
Phone number: 786-718-3074 Email Address: Headway Construction 16@gmail.co

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: Manuel Diaz
Title: Owner
Signature: [signature]
Date: 2/12/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Headway Construction LLC

2 *Business name/disregarded entity name, if different from above.*

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 *Address (number, street, and apt. or suite no.). See instructions.*

12586 79th CT N

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach FL 33412

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	3	9	9	5	0	0	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 2/3/25

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-12-007

Title: Coral Reef Park – Split-Rail Fencing Replacement

Name of Contractor Manuel Diaz

Date Addendum Received 2/14/25

Total Pages of Addendum including Acknowledgement 4

Print Name Manuel Diaz

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. 1

Date: February 13th, 2025

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. 2025-12-007
Coral Reef Park – Split-Rail Fencing Replacement

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 4th, 2025, and with a bid opening date of February 20th, 2025, with any amendments and/or additions noted below.

Please see attached the revised Bid Form named "Addendum #1 - ITB# 2025-12-007 – Updated Bid Form"

Question No. 1: What is the budget for the project?

Response: *There is no budget for this project.*

Question No. 2: Will the old fence be used as a reference to establish the upper level of the new fence?

Response: *Dimensions are noted on the attached 'Wood Fence Detail'.*

Question No. 3: What type of paint and what color will the new wooden fence be?

Response: *The ITB does not include painting, but bidders may offer an optional quote for paint that matches existing park perimeter wooden fence. The current paint is padre brown flat paint from Home Depot.*

Question No. 4: What type of post caps should be used?

Response: *ITB requests the bidder to include type of cap offered.*

Question No. 5: Would the Village like to keep the elevation measurement the same throughout? If so, the fence may appear uneven.

Response: *The bidder does not have to make any adjustments but the bidder should ensure that the fence is leveled. The bidder should make the necessary modifications to ensure the fence is even.*

Question No. 6: *Can you cut the root of the tree?*

Response: *Yes, a root from a tree may need to be cut back to allow for proper post installation.*

Question No. 7: *There is a wooden post along the asphalt trail, would the Village like for it to be replaced?*

Response: *There is a walkout. Remove/replace and match the existing park perimeter wooden fence.*

Question No. 8: Will cleanup be part of the job?

Response: *Cleanup regarding the raking up and disposing of rocks and debris is required along the fence line once completed is mandatory.*

Question No. 9: Do you want to put a cap for the fence?

Response: *Yes.*

Question No. 10: What should the bidder provide for the second material?

Response: *The bidders can provide an option that is not an inexpensive material but provide details and price it out. The bidder should ensure the wood is not the same as what currently exists.*

Question No. 11: Are we reinstalling the reflection signs around the fence?

Response: *The bidder will remove the sign and the Village's Public Services Department will reinstall the signs.*

Question No. 12: Is a bid bond required?

Response: *Yes, a bid bond is required for any bids exceeding fifty thousand dollars and zero cents ($50,000.00) as reference on page 13 of the ITB.*

Question No. 13: Will the Village be updating the shop drawing to include the cap for the fence?

Response: *At this time, the Village does not have someone to make such adjustments to the drawings, but the bidder could adjust the measurements that would best meet the needs of the Project.*

Question No. 14: In the event that no supplier is found with the correct specification for the Project using the composite material, how would the Village want to proceed in regard to our bid proposals as far as filling out in the bid proposal a quote for a composite material fence that cannot be provided per specifications?

Response: *The Village would invite bidders to submit for consideration quotes on composite fencing with different dimensions, but the bidder must specify that it varies from the specifications requested.*

Question No. 15: Will the existing posts of the split-rail fence need to be completely removed, or can they be cut flush with the ground?

Response: *As mentioned on page 14 of the ITB, "Existing split-rail fencing along SW 148th Street shall be removed and disposed of properly at the bidder's expense".*

Question No. 16: Could the Village please explain how to fill the 4.1 Section (Bid Form)?

Response: *Please see attached the revised Bid Form.*

Thank you,

Alessia Bencomo
Procurement Specialist

About This Product

IMPORTANT NOTE: PLEASE BUY ADDITIONAL START/END AND CORNER POSTS TO COMPLETE PROJECT. LINKS BELOW.Made in USA and inspired by the classic equine and state ranches of America, this patented Traditional 3-Board Ranch Rail offers a complete system ideal for perimeter, decorative or traditional fencing. Our proprietary composite formula is made from wheat straw, an annually renewable by-product of wheat farming. Each panel (3 ft H x 4 ft W) comes with essential components: 2 boards, 1 line post, 1 post cap, and 6 board assembly clips - ensuring easy, hassle-free installation. Pre-routed posts allow the boards to slide into place using the included clips, eliminating the need for cutting tools and ensuring a professional look. The boards can be easily cut with any wood-cutting tool for customization.NOTE: This pack includes a line post routed on both sides, with 4 routed holes designed to accommodate two panels for a 2-rail fence. Line posts are essential whenever there is more than one panel. For added convenience, the included line post can also be converted into a start/end post using the provided 3.5" x 3/8" thick cover board that matches the post's material and color. Simply secure the board with the included screws to close the holes on one side.To complete your project, you will need to purchase an additional start/end post (not included). If your layout requires a 90-degree turn, a corner post can also be purchased separately.

Highlights

- Corner of fence requirement: If your layout requires a 90-degree turn, a corner post can also be purchased separately. Buy in Home Depot: https://www.homedepot.com/p/Natures-Composites-Composite-2-Rail-Corner-Post-with-Post-Cap-for-Traditional-Ranch-Rail-System-5-in-x-5-in-x-50-in-L-Timber-Brown-300755TB050-2C/332592592
- Start/End of fence requirement: This kit only includes a line post; thus, additional start/end posts are required for the end of the fence run. Buy it on Home Depot:https://www.homedepot.com/p/Natures-Composites-Composite-2-Rail-Start-End-Post-with-Post-Cap-for-Traditional-Ranch-Rail-System-5-in-x-5-in-x-50-in-L-Timber-Brown-300755TB050-2SE/332592547
- Optional gate: Matching ranch rail gate is available separately on HD: https://www.homedepot.com/p/Natures-Composites-Composite-Modern-2-Board-Ranch-Rail-3-ft-H-x-4-ft-W-Timber-Brown-Fence-Gate-100324TB30400/332383834
- Low maintenance: no need for painting, staining, or sanding, simply clean with soap and water to maintain its pristine look
- Sustainable choice: our proprietary formulation uses mostly wheat straw-a by-product of wheat farming-and includes recycled plastic, making it an eco-friendly choice that's free from toxic VOC paints and preservatives typically used in wood fences
- Safe and healthy: compared to vinyl fencing, our formula is free of harmful chemicals like vinyl chloride, styrene, and lead, which are known to cause health issues and are listed under california's proposition 65, this makes nature's composites a safer choice for your home and family
- Fire resistance: our proprietary formula has been tested according to ASTM E84, achieving a flame spread rating of 75 and classified as Class B for fire safety, this

provides better fire resistance compared to untreated wood and vinyl, which can melt and release toxic fumes

- Easy installation: the easiest-to-install patented system on the market, designed for all skill levels, our carpentry-free, ready-to-install system does not require cutting tools, pre-routed posts allow boards to slide in easily with the help of board assembly clips, and boards can be cut with any wood-cutting tool for easy customization
- Neighbor-friendly design: thoughtfully crafted to look great on both sides, enhancing the appeal of any property
- Comprehensive kit: includes 2-rails, 1-line post, 1-post cap, 4-board assembly clips, and a detailed instruction manual for a complete and straightforward installation, no additional hardware is required
- Customizable width: easily modify the panel width on-site by cutting the boards with any wood-cutting tool to fit your specific needs
- Natures Composites supports American jobs, local economies, and the farming community, while also reducing the carbon footprint associated with importing materials from overseas, unlike many vinyl products, which are often imported from Asia, particularly china, our products contribute to the sustainability of our nation's resources.
- Classic wood-like appearance: available in four natural, non-reflective wood-inspired colors: timber brown, rosewood, raven, and slate gray, our ranch rail offers the beauty of wood without the maintenance hassles.
- Durability: our composite material is highly resistant to cracking, warping, and fading, with a lifespan of over 25 years. *Color fading will occur over time due to natural weathering and sun exposure.
- For large projects: for large projects, contact the pro desk at your local home depot, nature's composites offers a program for large orders designed for professionals
- Explore more: discover other nature's composites fencing options to find the best fit for your home and garden at www.naturescomposites.com

- Return Policy

Product Information

Internet # 332383954

Model # 100323TB30600-T

Store SKU # 1012646994

Dimensions

Product Height (in.)	36 in	Product Thickness (in.)
Product Width (in.)	72 in	

Details

Color Family	Brown	Color/Finish
Features	UV Protected, Water Resistant	Material
Product Weight (lb.)	26.57 lb	Recommended Fastener
Returnable	90-Day	

Warranty / Certifications

Manufacturer Warranty	For residential uses, our Limited Warranty expires on the 25th anniversary of the Purchase Date. For mixed or commercial uses, the Warranty expires on the 10th anniversary of the Purchase Date.

How can we improve our product information? Provide feedback.

WAYPOINT
Contracting, Inc.

Sealed Bid :

Village of Palmetto Bay-
Coral Reef Park -
Split Rail Fencing Replacement

ITB No. 2025-12-007

Bid Date: 02/20/2025

786-608-1406 | INFO@WAYPOINTCI.COM | WWW. WAYPOINTCI.COM
P.O. BOX 558482 MIAMI, FL 33255

INTRODUCTION LETTER

WAYPOINT
Contracting, Inc.

February 19,2025

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

RE: ITB No. 2025-12-007 Coral Reef Park Split-Rail Fencing Replacement

Dear Selection Committee,

Waypoint Contracting Inc. sincerely appreciates the opportunity to submit our proposal for the split-rail fencing replacement at Coral Reef Park. We value our continued partnership with the Village of Palmetto Bay and share your commitment to preserving and enhancing the community's quality of life.

We understand the Village's priority in selecting an experienced contractor who proactively addresses challenges, maintains project costs and schedules, and delivers a fully functional, turnkey solution. With our extensive experience and proven track record, the Waypoint team is well-qualified and eager to take on this project.

For this project, we have carefully selected a team that is not only highly skilled but also familiar with Coral Reef Park and its unique characteristics. This includes:

- Jorge Lopez, President/ Project Executive
- Limreal Blanc, Pre-construction Manager
- Stephanie Rodriguez, Project Manager
- Cesar Murillo, Senior Superintendent

As an award-winning, minority-owned small business, Waypoint Contracting, Inc. is dedicated to delivering high-quality construction projects across Florida. Our expertise spans Design-Build and Construction Management, with a strong focus on interior renovations. We take pride in fostering lasting relationships with vendors, contractors, and A/E firms, ensuring seamless collaboration and efficient project execution.

At Waypoint, we operate with integrity, transparency, and a commitment to excellence. Our team is ready to bring leadership, innovation, and hands-on expertise to successfully complete this project. We look forward to the possibility of working with the Village of Palmetto Bay and appreciate your time and consideration.

Best Regards,
Jorge Lopez
President
jlopez@waypointci.com
O: 786.608.1406 | D: 786.472.6716

BASIC COMPANY INFORMATION

Company: Waypoint Contracting, Inc.
Address: 7925 NW 12 ST STE 321
Doral, FL 33126
Phone: (786) 608-1406
E-mail: info@waypointci.com
Primary contact: Jorge Lopez
Website: www.waypointci.com
Founded: 2016

4.1: Bid Form

ITB# 2025-12-007 - Coral Reef Park – Split-Rail Fencing Replacement

Option for Wood Materials:

Total Bid Amount..... $ 138,100.00
Total Bid Amount (in words) One Hundred Thrity Eight Thousand One Hundred Dollars

Optional Price for Post Caps on Wood Posts:

Total Bid Amount..... $ 6,600.00
Total Bid Amount (in words) Six Thousand Six Hundred Dollars

Option for Composite Material (attach product description/details):

Total Bid Amount..... $ 194,145.00
Total Bid Amount (in words) One Hundred Ninety Four Thousand One Hundred Forty Five Dollars

Option for Paint – Padre Brown Flat Paint (attach product description/details):

Total Bid Amount..... $ 8,400.00
Total Bid Amount (in words) Eight Thousand Four Hundred Dollars

Signature of Official: _____
Name (typed): Jorge Lopez
Title: President
Company: Waypoint Contracting, Inc.
Date: 02/19/2025

The 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. Please note that it is the responsibility of the Bidder to accurately measure to provide correct costs on the bid form.

The price listed by the Bidder shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Spec Sheet for Wood Post Caps



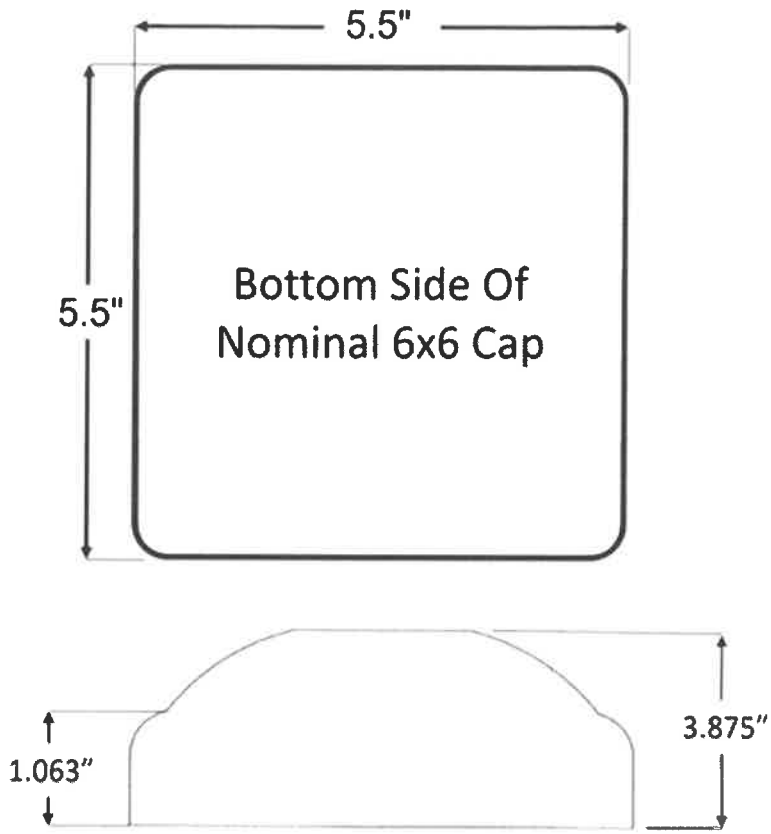
Flat Top Fence Post Cap for Nominal 6x6 sized Wood Post (5-1/2" actual size)

Size - Height- 1" x Width - 5.5"

-Made of heavy-duty steel and hand welded construction.
-Finished in a variety of colors in a high-quality powder coat paint with UV inhibitors to prevent fading.
-Post cap made to fit 6x6 nominal post (Fits 5-1/2"x 5-1/2" actual size post).
-Post caps have pre-drilled holes on 2 sides and come with matching screws.
-American made and veteran owned family ran small business in Madison, Indiana

Zinc primer undercoat option is available for our post caps. While in most environments the powder coating is enough. But in some extreme environments, like customers who live in coastal areas such as Florida, regular powder coating is typically not enough. While we could add this to every post cap, it is generally only needed in those areas, and we didn't want to pass along the charge to everyone as it is not necessary. So.. If you live in a coastal area such as Florida please select the undercoating for protection for those environments, or if you live in a place with an extreme environment. Choose the zinc undercoating for extreme protection.

Nominal 6x6 Post Cap Specifications



PLASTIC LUMBER YARD

Technical Data Sheet

DESCRIPTION

PREMIUM lumber is composed of a blend of pre-consumer/post-consumer and virgin high density polyethylene (HDPE #2 Plastic) and does not harbor harmful mold or bacteria. The plastic is impregnated with colorant and UVI to help protect the material from physical degradation, flaking, and color fade. PREMIUM is made from 100% recyclable material. However, it may not be accepted by standard municipal recycling centers or curbside programs. Please contact us for recycling options.

PREMIUM lumber is a non-commingled "pultruded" product. This promotes a network of complete molecular linkage. PREMIUM lumber is able to sustain normal loading at temperatures ranging from -40°F to 110°F with proper installation. PREMIUM lumber is manufactured using only heavy-metal free colorant to meet current and future federal standards.

PREMIUM lumber not only looks like natural wood materials, but outperforms them by decades. Premium can be used to create any outdoor living space including decks, docks, pergolas, playgrounds, and boardwalks. PREMIUM can be sawed, drilled and screwed with standard tools without the typical splitting and warping of traditional wood products. PREMIUM is a beautiful, premium finishing product and is not intended to be used as a structural component.

PREMIUM lumber products are manufactured in a variety of dimensional lumber and timber sizes. PREMIUM lumber has excellent weathering resistance; however, as with many other polyolefin, the material will fade over the service life of the product. The product requires no waterproofing, painting, staining, or similar maintenance when used in many exterior applications.

BASIC USES

PREMIUM lumber products are used in a variety of residential, commercial, and marine applications. PREMIUM lumber is often the product of choice for exterior applications where resistance to salt and fresh water, marine borers, and other environmentally harsh conditions are required. It is well suited for:

⇒ Dock and deck planks
⇒ Commercial Site Furnishing
⇒ Outdoor Furniture
⇒ Wall Guards
⇒ Posts and rails
⇒ Speed Bumps
⇒ Parking Blocks
⇒ Pallets

Technical Properties

Mechanical Properties @ 70°F	ASTM Standard	Average Value
Density/Specific Gravity (g/cc)	D6111	0.7064
Density/Specific Gravity (pcf)	D6111	44.1
Water Absorption	D570	< 0.1
Compression - Secant Modulus (psi)	D6108	104,420
Compression – Stress @ 3% Strain (psi)	D6108	1,999
Flexure – Secant Modulus (psi)	D6109	113,595
Fastener Pullout Failure Load (lbs)	D6117	1,522
Fastener Shear Maximum Load (lbs)	D6117	769
Coefficient of Friction – Embossed (Dry) Rubber	D2047	0.90
Coefficient of Friction - Embossed (Wet) Rubber	D2047	0.97
Thermal Expansion (standard) (in/in/°F)	D6341	4.965×10^{-5}
Thermal Expansion (decking) (in/in/°F)	D6341	4.33×10^{-5}
Flame spread	E84	Class C

LIMITATIONS

Building code regulations vary by region, so all users should consult local building and safety codes prior to installation for specific requirements.

INSTALLATION

PREMIUM lumber can be fabricated and installed with the same tools used to work wood lumber. The product will cut and drill very cleanly, as there is no grain to split or chip, or knots to bind tools and bend fasteners. Standard wood working safety equipment should be used when working with the material, as well as safety glasses or goggles. Please reference the PREMIUM lumber installation guide.

TECHNICAL SERVICES

Technical inquiries should be directed to PLASTIC LUMBER YARD at 1-610-277-3900 or visit our website at https://www.plasticlumberyard.com

- *1 ½" x 5 ½" PREMIUM® profile used in testing data at various lengths required by the ASTM test method noted*
- *Lower density may occur in larger cross sections*
- *The above testing was performed by an independent 3rd party testing agency in or before January 2014*

PLASTIC LUMBER YARD

Plastic Lumber Yard, LLC
227 Isabella St.
Plymouth Meeting, PA 19462
(610) 277-3900
www.plasticlumberyard.com

PREMIUM GRADE – STANDARD COLORS

Hover over premium lumber image to see our Woodgrain colors

White

Ivory

Oak



Teak



Nutmeg



Clay



Weathered Teak



Redwood



Hunter Green



Dove Gray



Dark Gray



Chocolate



Black



Royal Blue



Patriot Blue



Plastic Lumber Yard, LLC
227 Isabella St.
Plymouth Meeting, PA 19462
(610) 277-3900
www.plasticlumberyard.com

PREMIUM GRADE – BRIGHT COLORS

Baby Blue



Marker Yellow



Orange



Bubble Gum



Bright Red



Key Lime Green



Turquoise



Purple



PREMIUM GRADE – VARIEGATED COLORS

Antique Mahogany





Brazilian Walnut





Birchwood





Coastal Gray





Driftwood Gray





Walnut





Internet # 308913564 Model # 501305 Store SKU # 639365

♡ 39

BEHR PREMIUM

5 gal. #SC-105 Padre Brown Solid Color Waterproofing Exterior Wood Stain and Sealer

★★★★½ (1599) Questions & Answers (1105)










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$212.00 Was $228.00
Save $16.00 (7%)

Pay $187.00 after $25 OFF your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Waterproofing wood stain and sealer resists rain after 4 hours
- Ideal sealer and stain for decks and fences
- Lasts up to 10 years on decks and 25 years on fences and siding
- View More Details

Sweetwater Store

✓ 5 in stock Aisle 03, Bay 015

Color/Finish: **Padre Brown**

Container Size: **5 Gallon** Help Me Choose

1 Gallon **5 Gallon**

Transparency: **Solid**

Semi-Transparent **Solid**

Pickup at Doral Delivering to 33182

Pickup
Today
5 in stock
FREE

Delivery
Tomorrow
10 available
FREE

The BEHR Premium Solid Color Waterproofing Stain and Sealer is an advanced 100% acrylic formula that delivers all-weather protection from the elements for up to 10-years on decks and 25-years on fences and siding. The product is self-priming and delivers excellent protection from the sun's harmful UV rays. This stain will hide imperfections while allowing the wood texture to show through. This product is also great for composite decks.

Highlights

- Ideal for wood and composite decks, siding, fences and wood patio furniture
- For the best results, be sure to properly prepare the surface using other applicable preparation products as described in the use and care manual
- Formulated for use with a brush, roller or sprayer for easy application
- Self-priming
- Waterproofing formula protects against harsh weather conditions
- Resists the growth of mildew to maintain a pristine appearance
- Resists UV damage to maintain a like-new appearance
- Must apply between 35°F - 90°F and temperature must stay above 35°F for the next 12 hours
- Coverage area: 1st coat 1000 sq. ft. - 2000 sq. ft., 2nd coat 2000 sq. ft. - 4000 sq. ft.; avoid applying stain too heavily, 2-thin coats recommended
- Dry time: 1 - 2 hours before recoat, 72 hours for full cure, additional dry time may be needed in cooler temperatures and higher humidity
- Resists rain after 4 hours
- Waterproof formula helps prolong the wood's natural beauty
- Easy clean-up with soap and water
- Actual paint colors may vary from on-screen and printer representations
- Online Price includes a PaintCare fee in the following states: CA, CO, CT, DC, ME, MN, NY, OR, RI, VT, WA
- California residents see Prop 65 WARNINGS

Product Information

Internet # 308913564
Model # 501305
Store SKU # 639385

Specifications

Questions & Answers
1105 Questions

Customer Reviews
4.5 out of 5 ★★★★½ (1,599)

Shop All BEHR PREMIUM

From the Manufacturer

- SDS
- TDS
- Buying Guide
- Warranty
- Use and Care Manual



Olympic
WaterGuard 1 gal. Woodland Cedar...

★★★★ (4 / 2855)

$29.98 /gallon

Sponsored

Surface Location			
Deck, Fence, Furniture	Deck, Fence, Furniture	Deck, Fence, Furniture	Deck, Fence, Furniture
Stain & Sealer In One			
Yes	Yes	Yes	Yes
Container Size			
5 Gallon	5 Gallon	5 Gallon	5 Gallon

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Waypoint Contracting, 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")
Coral Reef Park – Split-Rail Fencing Replacement

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 Waypoint Contracting, 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 19th day of February, and attested by its power of attorney, A.D., 20 25.

ATTEST:

_____

_____

Ana Fernandez (Title)

Waypoint Contracting, Inc.

By: Jorge Lopez

(Principal) President

ATTEST:

See Power of Attorney Attached

_____

The Gray Casualty & Surety Company

By: _____

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

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Waypoint Contracting, Inc.

Project: Coral Reef Park – Split-Rail Fencing Replacement; ITB: 2025-12-007

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 19th day of February , 2025 .

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 19th day of February , 2025

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

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 Lopez

Title: President

Company: Waypoint Contracting, Inc.

Date: 02/19/2025

SUBCONTRACTOR LIST

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

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

Waypoint Contracting will be self performing on this project.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information:

Name of Company: ~~Popular Bank - Ft. Lauderdale~~ Waypoint Contracting

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

Contracted Services Information:

Scope of Work: Branch renovations and upgrading, demolition of existing facility and existing partitions, to build out a a new branch office with 3 employees offices, IT room, conference room, copy room, cash room, waiting area, bathrooms, ATM area and kitchen/break room. Interior and exteriors modifications and improvements

Initial Value of Contract: $522,235.00 Final Value of Contract: $526,547.37

Length of Contract: 90 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:

Waypoint's quality of work was exceptional. They adhered to all safety and building regulations and their attention to detail resulted in a finished project that exceeded our expectations. Their understanding of commercial construction, combined with thier strong work ethic and commitment to excellence, sets them apart in this industry.

Name of Public Entity/Company:

Popular Bank

Name of Individual completing this form: Kenyata Allain

Signature: kenyata allain Title: VP of Real Estate

Telephone: 917 653 8587 Email: kallain@popular.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



POPULAR

POPULAR BANK Ft. Lauderdale Branch

Fort Lauderdale, FL

RENOVATION

FACILITY IN OPERATION

Total Contract Value:
$551,419.29

Start / End Dates:
05/2023 – 09/2023

Client Contact:
Kenyata Allain
Popular Bank
7920 Miami Lakes Drive West
Miami Lakes, FL 33016
786-953-1271

Waypoint Contracting, Inc., was selected to perform an interior demolition and construction of the existing storefront. of Popular Bank's Ft. Lauderdale Branch.

The scope of this project included:

- Demolition of existing finishes throughout
- New drywall
- New Flooring, Painting & acoustical ceiling
- New Lighting and Electrical system throughout
- Provide and Install New interior partitions
- New HVAC system
- New CMU and Stucco Finish exterior wall
- New Cash Machines







VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information:

Name of Company: Waypoint Contracting Inc

To Whom it May Concern,

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

Contracted Services Information:

Scope of Work: The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Initial Value of Contract: $220,654.25 Final Value of Contract: $220,654.25

Length of Contract: April 2019- June 2019

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:

Waypoint is a sound company that performed excellent in every way on this project.

Name of Public Entity/Company:

Christopher R . Schlageter, Project Manager City of Pompano Beach

Name of Individual completing this form: Chistopher R. Schlageter

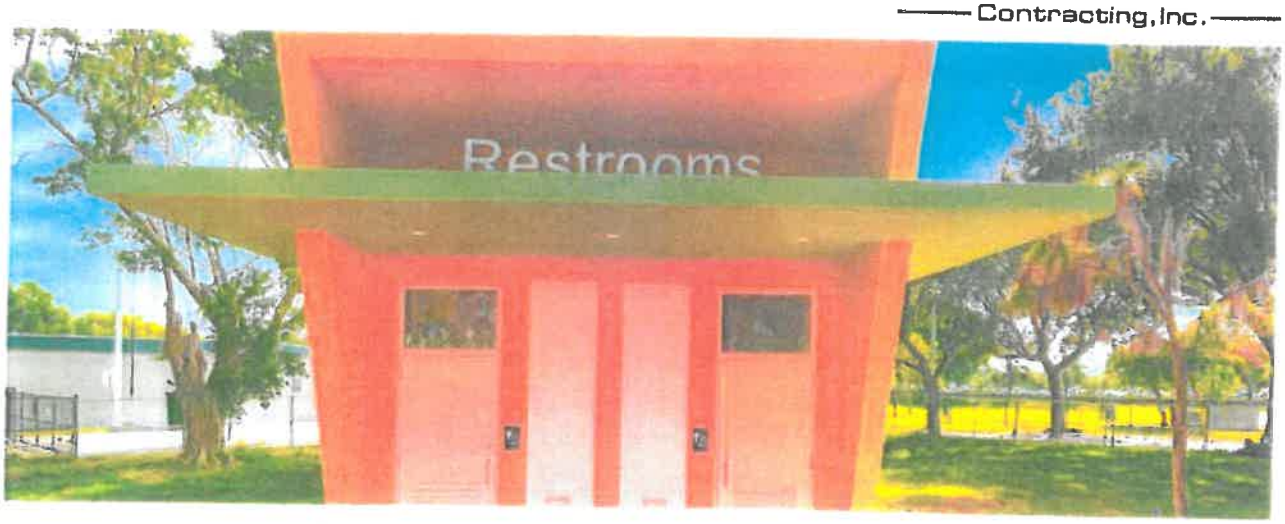
Signature: Christopher R Schlageter Title: Project Manager

Telephone: 954-786-4022 Email: christopher.schlageter@copbfl.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



pompano beach
Florida's Warmest Welcome

DOG PARK RESTOOMS

Pompano Beach, FL

RENOVATION | GOVERMENT/ MUNICIPAL | PARK







Total Contract Value:
$220,654.25

Start / End Dates:
04/2019 - 06/2019

Client Contact:
Christopher Schlageter
1201 NE 5th Avenue,
Pompano Beach, FL 33060
954-786-4022
christopher.schlageter@copbfl.com

Architect:
Cartaya & Associates Architects, PA
954-771-2724

Waypoint Contracting Inc., was selected by the City of Pompano Beach to build from the ground up a stand-alone restroom structure at Dog Park. The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. An MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Design-Build- Pickleball Center
Request for Proposal No. 2024-12-015

Name of Company: Waypoint Contracting Inc

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

Contracted Services Information:

Scope of Work: The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape.

Initial Value of Contract: $1,925,000 Final Value of Contract: $2,414,393.58
Length of Contract: March 2022- January 2023
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: Delray Beach Community Redevelopment Agency

Name of Individual completing this form: ___Christine Tibbs
Signature: Title: _Assistant Director_____
Telephone: __5612768640_____ Email: __tibbsc@mydelraybeach.com_____

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

Sincerely,
Alessia Bencomo, Procurement Specialist

WAYPOINT
Contracting, Inc.



CRA BUILDING

98th NW 5th Ave Delray Beach, FL

RENOVATION

GOVERMENT/ MUNICIPAL

Total Contract Value:$2,414,393.58

Original Contract Value: $1,925,000.00

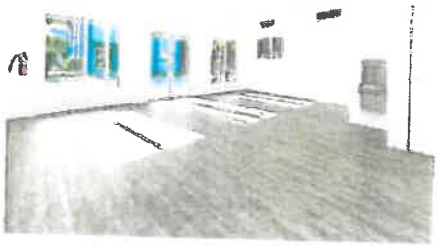
Start / End Dates:
03/2022 - 01/2023

Client Contact:
Christine Tibbs
313 NE 3RD Street Delray Beach, FL 33444
516-276-8640
tibbsc@mydelraybeach.com

Architect:
Synalovski Romanik Saye, LLC
Manuel Synalovski
msynalovski@synalovski.com







Waypoint Contracting, Inc., was awarded this contract for the renovation of the two story building for the City of Delray Beach CRA. The work consisted of a complete structural and architectural renovation of existing two story building which included demo and replacement of entire roof structure and replacement with new trusses and roof, shoring of 2nd floor and new structural reinforcement, new stairwell structure, new elevator shaft, and structural modification of all openings. Architectural renovations included new doors, windows, stucco, paint flooring, railings, elevator, HVAC, plumbing, electrical, fire alarm, site drainage, parking, irrigation, and landscape.

The project was challenging because it required careful coordination of the work to preserve the structural elements called out to the remain so not to compromise the existing structure as the new structural modifications were being made. Also the site had a very small foot print that required careful coordination of all material deliveries so not to compromise site logistics movements and disturbance to the adjacent properties/neighbors

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 Lopez

Title: President

Company: Waypoint Contracting, Inc.

Date: 02/19/2025

NON-COLLUSIVE AFFIDAVIT

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

Jorge Lopez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Waypoint Contracting, 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): Jorge Lopez

Title: President

Company: Waypoint Contracting, Inc.

Date: 02/19/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez
NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Jorge Lopez

For Waypoint Contracting, Inc.

Whose business address is: 7925 NW 12 ST STE 321 Doral, Fl 33126

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4602789

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 Lopez

Title: President

Company Name: Waypoint Contracting, Inc.

Date: 02/19/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25 before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez

NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Jorge Lopez, President

(print individual's name and title)

for: Waypoint Contracting, Inc.

(print name of entity submitting sworn statement)

whose business address is: 7925 NW 12 ST STE 321 Doral, Fl 33126

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4602789

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 Lopez

Title: President

Company: Waypoint Contracting, Inc.

Date: 02/19/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez

NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

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

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jorge Lopez 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:

81-4602789

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

Waypoint Contracting, Inc.

Name of Entity, Individual, Partners or Corporation

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

7925 NW 12 ST STE 321 Doral, Fl 33126

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 Lopez	7925 NW 12 ST STE 321 Doral, Fl 33126	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:

Not Applicable

Signature of Official: _____

Name (typed): Jorge Lopez

Title: President

Company: Waypoint Contracting, Inc.

Date: 02/19/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez
NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Waypoint Contracting, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Coral Reef Park Split Rail Fencing Replacement, ITB# 2025-12-007, 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): Jorge Lopez

Title: President

Company Name: Waypoint Contracting, Inc.

Date: 02/19/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez

NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451547
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein 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): Jorge Lopez

Title: President

Company Name: Waypoint Contracting, Inc.

Date: 02/19/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 19th day of February, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge Lopez 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

Avana Fernandez
NOTARY PUBLIC, STATE OF FLORIDA

AVANA FERNANDEZ
Notary Public - State of Florida
Commission # HH 451541
My Comm. Expires Oct 15, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Not Applicable

Executed on February 10,2025 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 Lopez

Title: President

Company Name: Waypoint Contracting, Inc.

Date: 02/19/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jorge Lopez (the individual attesting below), being duly authorized byand on behalf of Waypoint Contracting, 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 19th day of February, 2025.

Signature of Affiant

Print or Type Name: Jorge Lopez



State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me,

this the 19th day of February, 20 25.

My Commission Expires: Oct. 15,2027

Avana Fernandez

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: Jorge Lopez

Title: President

Signature: _____ Date: 02/19/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Waypoint Contracting, Inc. ("**Company**")

Vendor FEIN: 81-4602789

Address: 7925 NW 12 ST STE 321

City: Doral State: Fl Zip: 33126

Phone number: 786-608-1406 Email Address: info@waypointci.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 Lopez

Title: President

Signature:

Date: 02/19/2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Waypoint Contracting, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7925 NW 12th Street, 321

Requester's name and address (optional)

6 City, state, and ZIP code

Miami, FL 33126

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

8 1 – 4 6 0 2 7 8 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 for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 4/1/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOPEZ, JORGE LUIS

WAYPOINT CONTRACTING INC
PO Box 558482
MIAMI FL 33255

LICENSE NUMBER: CGC1519415

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-12-007

Title: Coral Reef Park – Split-Rail Fencing Replacement

Name of Contractor Waypoint Contracting, Inc.

Date Addendum Received 02/13/2025

Total Pages of Addendum including Acknowledgement 4

Print Name Jorge Lopez

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

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
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 TO ACCEPT THE ARTWORK DONATION PROPOSED BY SETH PALMITER, LOCATED AT 9500 SW 174TH STREET, PALMETTO BAY, FLORIDA 33157 AS AN ART DONATION TO THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*
SUGGESTED ACTION:	

ATTACHMENTS:

Parkview Donation AIPP Memo.doc
AIPP- Parkview Donation-RESO.doc
Attachment A-Art Donation_Indigo Palmett Bay.pdf
Attachment B-Resolution_2022-21.doc.pdf

To: Honorable Mayor and Village Council

Date: April 7th, 2025

From: Andrea Candelaria, M.P.A., Sustainability & Resiliency Planner

Re: AIPP Donation of Art at Parkview
Palmetto Bay Venture Partners LLC

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 TO ACCEPT THE ARTWORK DONATION PROPOSED BY SETH PALMITER, LOCATED AT 9500 SW 174TH STREET, PALMETTO BAY, FLORIDA 33157 AS AN ART DONATION TO THE VILLAGE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

On March 7th, 2022, the Village of Palmetto Bay Council accepted the artwork of Seth Palmiter at the Palmetto Bay Venture Partners LLC Mixed-Use development located at 9500 SW 174 Street, which included a sculpture walk fence and 3D accents on the building. After completing the project, the artist sought to complete the concept for the artwork, including the creation of a decorated fence that would conceal the raw infrastructure that hindered the visualization of the previously installed artwork. The proposed artwork sets to complete and provide a unifying nature to the artwork accepted in 2022. On Thursday, March 13th, 2025, the Art-in-Public Places (AIPP) Advisory Board voted unanimously to approve the proposed artwork.

RECOMMENDATION:

The Administration as well as the AIPP board recommends approval of the resolution and artwork donation proposal from the Mayor and Village Council.

FISCAL IMPACT:

None.

Attachments:

A. Art Donation Artwork Proposal
B. Resolution 2022-21

RESOLUTION NO. 2025-_____

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 TO ACCEPT THE ARTWORK DONATION PROPOSED BY SETH PALMITER, LOCATED AT 9500 SW 174TH STREET, PALMETTO BAY, FLORIDA 33157 AS AN ART DONATION TO THE VILLAGE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

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

WHEREAS, the Village previously accepted the artwork of Seth Palmiter at the Palmetto Bay Venture Partners LLC Mixed-Use development located at 9500 SW 174 Street on March 7th, 2022; and

WHEREAS, the previous artwork did not include the additional artwork being proposed; and

WHEREAS, the proposed artwork sets to complete and provide a unifying nature to the artwork accepted in 2022; and

WHEREAS, on March 13th, 2025, the AIPP Advisory Board unanimously recommended and accept and approve the proposed design piece pursuant to Section 30-160.

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 accepts and approves the proposed artwork donation at Palmetto Bay Venture Partners LLC Mixed-Use development located at 9500 SW 174 Street.

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

PASSED and **ADOPTED** this 7th day of April 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

SETH EMERSON PALMITER

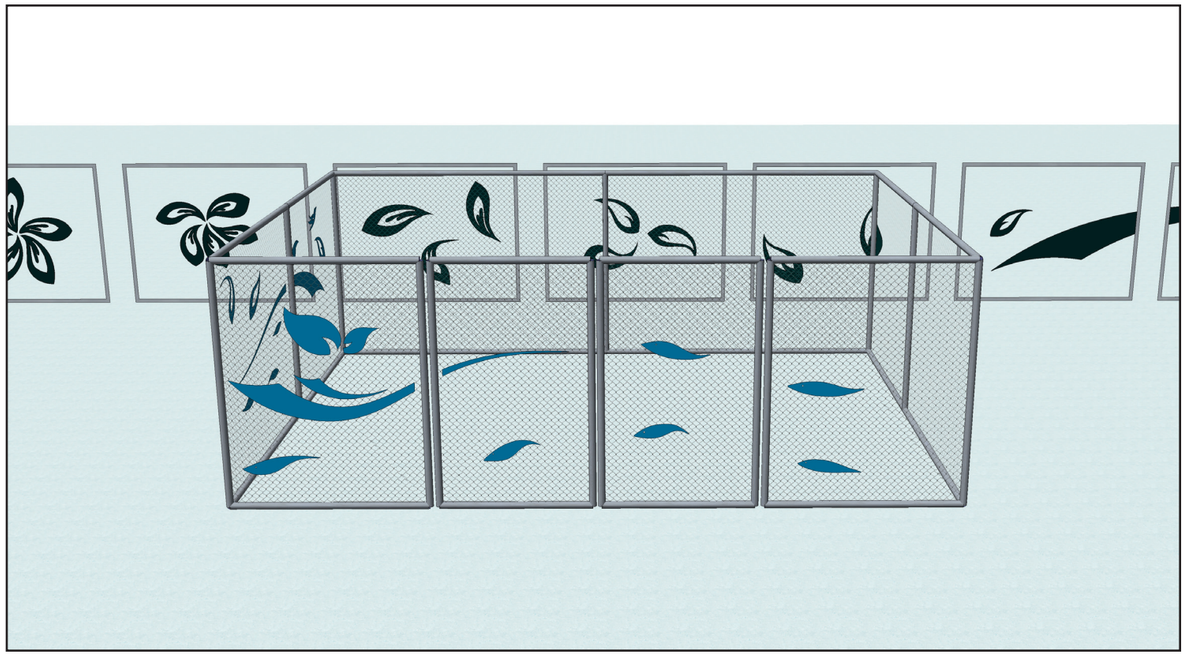


ART DONATION

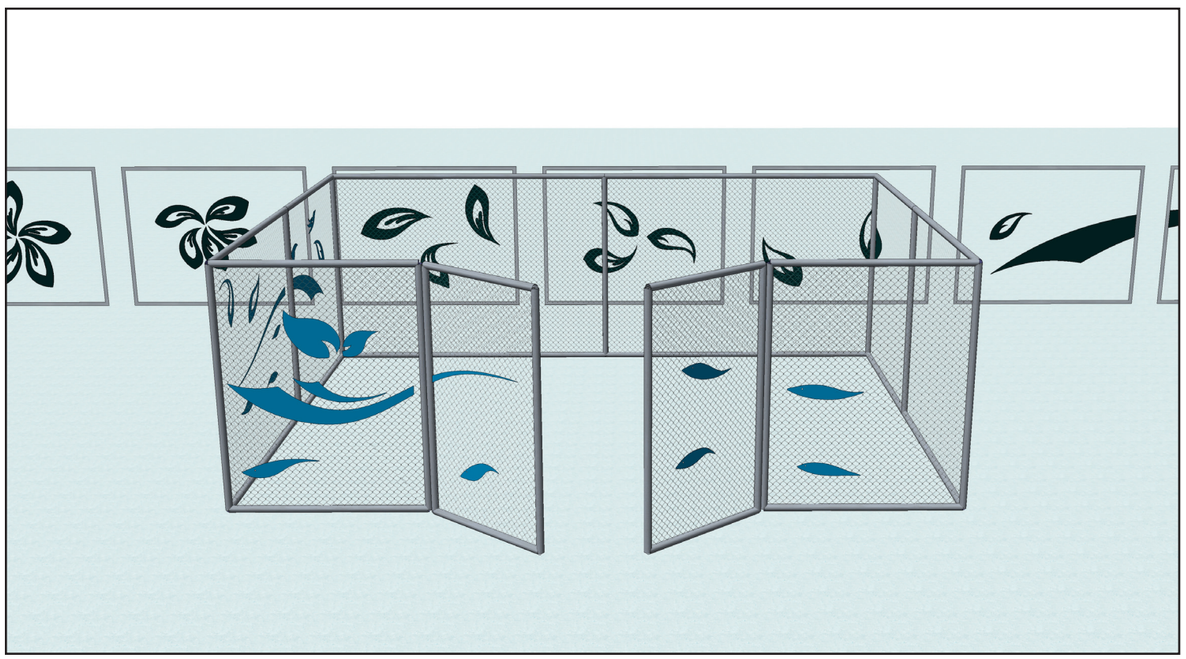
INDIGO PALMETTO BAY PUBLIC ART

PALMETTO BAY, FLORIDA

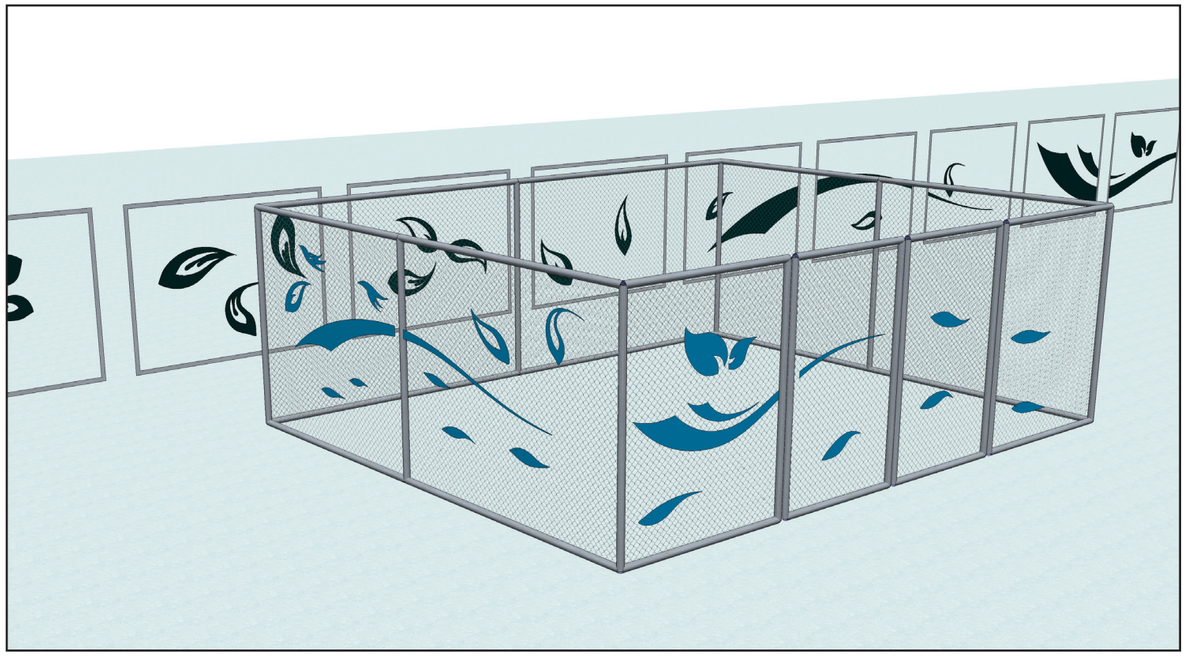
VIEWS - Supplemental Art Enhancements for Pump Station



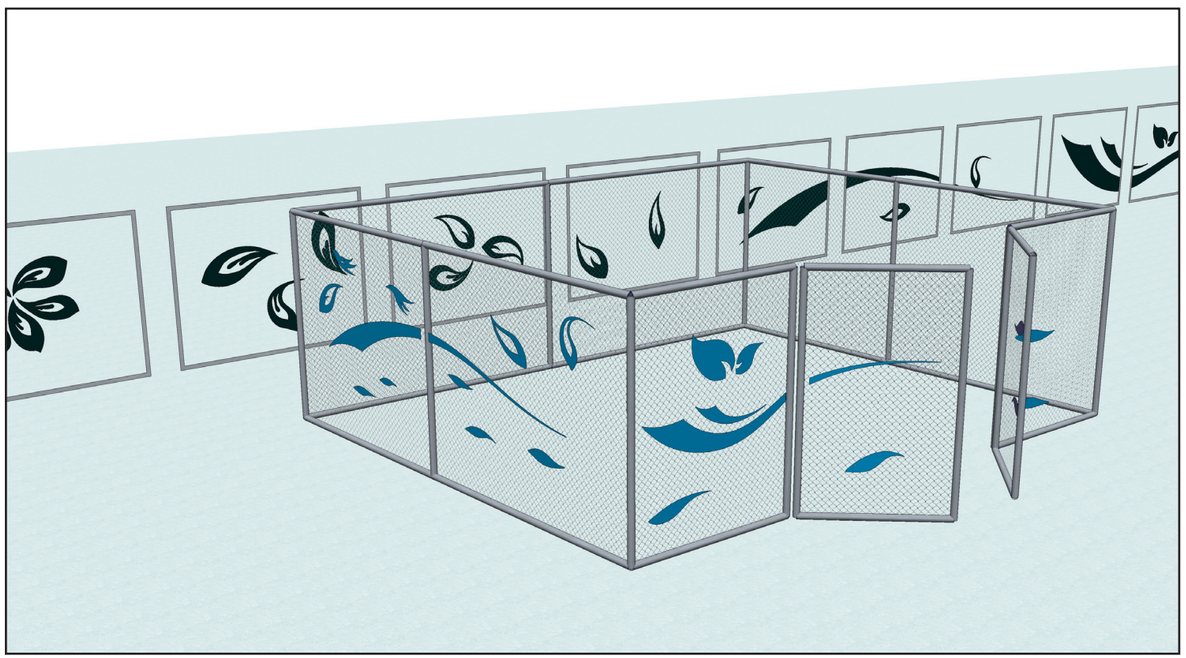
Front View - Doors Closed



Front View - Doors Open



Perspective View - Doors Closed



Perspective View - Doors Open

SETH PALMITER 691 Rockland Street, Rockport, ME 04856 207-706-4140 Seth@MotivatedMetal.com

IN SITU VIEW - Art Enhancements for Pump Station



Art Enhancements on Pump House Fence

SETH PALMITER 691 Rockland Street, Rockport, ME 04856 207-706-4140 Seth@MotivatedMetal.com

DocuSign Envelope ID: F84CFBE2-336E-47B0-96DB-4683D6B71A17

RESOLUTION NO. 2022-21

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 30-160, ART-IN-PUBLIC PLACES ("AIPP") PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE ART IN PUBLIC PLACE ARTWORK PROPOSED BY PALMETTO VENTURE PARTNERS LOCATED AT 9500 SW 174TH STREET, PALMETTO BAY, FLORIDA 33157 AS THE ART IN PUBLIC PLACE COMPONENT FOR THE CONSTRUCTION OF THE MIXED-USE DEVELOPMENT. *(Sponsored by Administration)*

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

WHEREAS, Palmetto Venture Partners has selected artist, Seth Palmiter, to a design proposal for the incorporation of a sculpture walk and a wall sculpture for the Parkview Development approved by Resolution 2017-18; and

WHEREAS, the construction value of the property 9500 SW 174th Street, Palmetto Bay, FL 33157 is approximately $38,350,683.00 with a minimum AIPP requirement of 1.5% up to a maximum of $400,000.00; and

WHEREAS, the proposed art in public place component is composed of wall art on forty-two (42) panels of a sculpture walk mural consisting of icons such as birds, leaves, fish, butterflies, flowers and ellipses imbedded in a 312' long 6' high fence; and

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WHEREAS, on January 20, 2022, the AIPP Advisory Board unanimously recommended and accept and approve the proposed design piece pursuant to Section 30-160; and

WHEREAS, pursuant to 30-160, the AIPP associated cost amount meets the AIPP program requirement; and therefore, meets the AIPP contribution.

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 accept the recommendation of the Art-In-Public-Places Advisory Board to accept the proposed façade applications.

Section 2. Effective Date. This resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 7th day of March 2022.

Attest:

DocuSigned by:
Missy Arocha
3EDC211E5D8248C...

Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
35B92CD2D0GB47A...

Karyn Cunningham
Mayor

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

DocuSigned by:
John C. Dellagloria, Esq.
0D0A0D7D5243488...

John C. Dellagloria, Esq.
Village Attorney

DocuSign Envelope ID: F84CFBE2-336E-47B0-96DB-4683D6B71A17

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	YES
Council Member Steve Cody	YES
Council Member Marsha Matson	YES
Vice-Mayor Leanne Tellam	YES
Mayor Karyn Cunningham	YES

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

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 SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE PROPOSED ARTWORK BY ARTISTS CECILIA LUEZA & RICK MUNNE, FROM CECILIA LUEZA ART PROJECTS, TO INSTALL THE ART PIECE TITLED "RADIANCE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-152 STR OCR Traffic Circle AIPP
RESO- AIPP 152 OCR Traffic Circle.doc
Attachment A- Call to Artist Final.pdf
Attachment B-Radiance CLueza RMunne.pdf
Attachment C-Member scores & results.pdf

To: Honorable Mayor and Village Council

Date: April 7th, 2025

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner

Re: SW 152 Street & Old Cutler Road Traffic Circle Art Acceptance

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE PROPOSED ARTWORK BY ARTISTS CECILIA LUEZA & RICK MUNNE, FROM CECILIA LUEZA ART PROJECTS, TO INSTALL THE ART PIECE TITLED "RADIANCE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

As part of the Village of Palmetto Bay's Code Section 30-160, Art in Public Places (AIPP) Advisory Board, the SW 152 Street & Old Cutler Road Call to Artist was advertised in the Summer of 2024 on Café.com and received over one-hundred and sixty-five (165) applications. The AIPP Advisory Board then summoned a shortlist of four (4) final artists to produce a maquette sample for their proposed art piece and were each paid a $1,500 stipend. On March 13th, 2025, the AIPP Advisory Board conducted Call to Artist Presentations at Village Hall in Council Chambers. As a result, the AIPP Advisory Board selected Cecilia Lueza & Rick Munne as the artists to install a sixteen-foot (16') art piece titled *"Radiance"*, which inspired by Palmetto Bay's stunning natural beauty that celebrates life and explores the concepts of color, light and movement. Pursuant to 30-160, the associated cost of the art piece on the SW 152 Street & Old Cutler Road Traffic Circle is $127,250, which meets the budgeted amount of the Call to Artist. The AIPP Advisory Board recommends the Village Council, pursuant to Section 30-160, to accept the proposed artwork.

RECOMMENDATION:

The Administration as well as the AIPP board recommends that the Mayor and Village Council approve the proposed artwork and resolution.

FISCAL IMPACT:

Because this is a public installation of art that featured a Call to Artist, the AIPP Advisory Board will wage $127,250 out of the AIPP account.

Attachments:

A. SW 152 Street & Old Cutler Road Traffic Circle Call to Artist
B. Cecilia Lueza & Rick Mune *"Radiance"* Proposal
C. AIPP Board Member Score Sheets & Totals

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION OF THE AIPP ADVISORY BOARD TO ACCEPT THE PROPOSED ARTWORK BY ARTISTS CECILIA LUEZA & RICK MUNNE, FROM CECILIA LUEZA ART PROJECTS, TO INSTALL THE ART PIECE TITLED "RADIANCE" AT THE TRAFFIC CIRCLE LOCATED ON SW 152 STREET AND OLD CUTLER ROAD, PALMETTO BAY, FLORIDA 33157; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

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

WHEREAS, as part of the Village of Palmetto Bay's Code Section 30-160, Art in Public Places (AIPP) Advisory Board, the SW 152 Street & Old Cutler Road Traffic Circle Call to Artist was advertised in the Summer of 2024 on Café.com and received over one-hundred and sixty-five (165) applications; and

WHEREAS, the AIPP Advisory Board then summoned a shortlist of four (4) final artists to produce a maquette sample for their proposed art piece and were each paid a $1,500 stipend; and

WHEREAS, on March 13th, 2025, the AIPP Advisory Board both narrowed down their search with selected artists and conducted their Call to Artist Presentations; and

WHEREAS, the AIPP Advisory Board selected Cecilia Lueza & Rick Munne as the artists to install a 16' art piece called "Radiance", which is inspired by Palmetto Bay's stunning natural beauty that celebrates life and explores the concepts of color, light and movement; and

WHEREAS, pursuant to 30-160, the associated cost of the art piece on SW 152 Street & Old Cutler Road is $127,250, which meets the budgeted amount of the Call to Artist; and

WHEREAS, the AIPP Advisory Board recommends the Village Council, pursuant to Section 30-160, to accept the proposed artwork.

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 accepts and approves the proposed artwork by artists Cecilia Lueza & Rick Munne titled "Radiance".

Section 3. Effective Date. The Village Council hereby directs the Village Manager to enter contractual negotiations with Cecilia Lueza Art Projects.

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

PASSED and **ADOPTED** this 7th day of April 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay

Open Call to Artists:

SW 152 Street and Old Cutler Road Traffic Circle



Photo credit: Claudia Dominguez

Community & Economic Development Department
9705 East Hibiscus Street
Palmetto Bay, FL 33157
Telephone: 305-259-1234

I. Overview

The Village of Palmetto Bay has a robust Art in Public Places program. In addition to requiring public art or a contribution to the Public Art Fund for all commercial construction projects exceeding $250,000, the Village continuously identifies opportunities for Village initiated public art. The Village, known as the "Village of Parks", is home to some of south Miami-Dade County's most picturesque assets including the historic Charles Deering Estate, Biscayne Bay, and the scenic Old Cutler Road and Trail for bicyclists. Although the proposed traffic circle at SW 152 Street and Old Cutler Road is created to address traffic, the Village's Art-in-Public Places (AIPP) Advisory Board believes this circle is another opportunity to showcase public art.

The location of the Coral Reef Old Cutler Traffic Circle is situated at the intersection of SW 152 Street and Old Cutler Road and is a very popular main road within the Village of Palmetto Bay. Surrounded by stable residential areas, this intersection is used by residents and visitors alike to access local schools, natural and historic sites, and daily destinations. Additionally, these two roads provide connectivity from northern and eastern Miami-Dade County to south Miami-Dade.

The Village of Palmetto Bay desires to select an artist, or team of artists, who will create an art piece that signifies the Village's commitment to the environment, predominantly because of its proximity to Biscayne Bay. The Village is seeking art that fosters a sense of place within the community and enhances the aesthetics of the traffic circle. Through the lens of becoming a more sustainable Village, the art piece should not only reflect the theme of ***environmental stewardship***, but also utilize sustainable materials whenever practical. The artwork should be appropriate for a public space, resemble the beauty of Palmetto Bay and provide a focal point for this significant intersection.

- ✓ The Village of Palmetto Bay seeks to identify an artist or artist team who: Has a unique vision for the theme of ***environmental stewardship***;
- ✓ Have the qualification and talent to create artwork that complements the future traffic circle and has a demonstrated track record of working "on-time and in budget".

Proposed Timeline: Contract approval is expected in Fall 2024 with installation in Spring/Summer 2025. This timeline is preliminary and contingent on the selection process, proposed art creation and traffic circle construction.

Deadline Date: September 4th, 2024

Project Budget: Budget range from $100,000- $135,000.

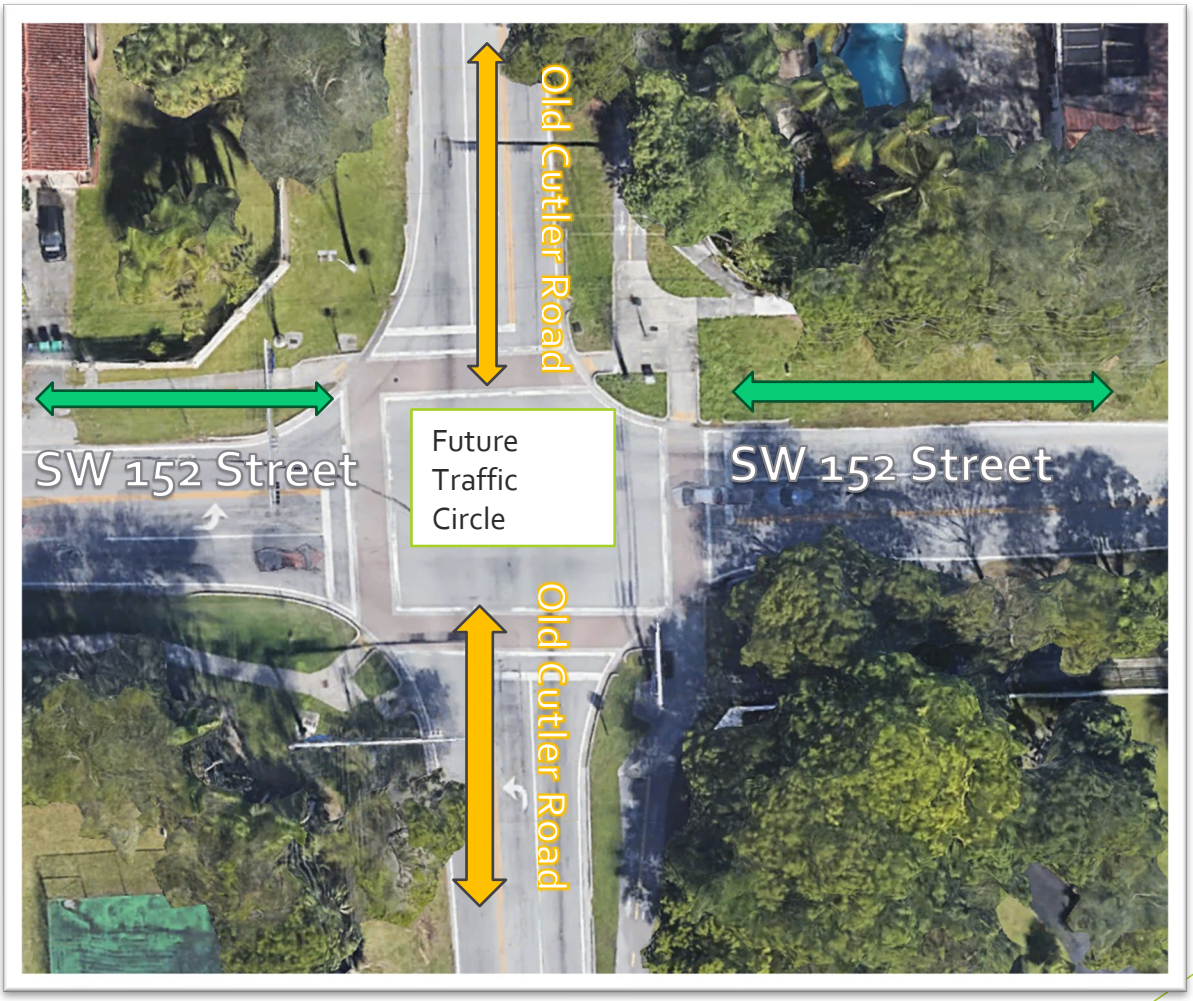
II. Traffic Circle Scope

The project is location is at the intersection of Old Cutler Road and SW 152 Street and Old Cutler Road. This intersection is part of a larger Miami-Dade County initiative to create roundabouts with sidewalks, curbs and gutters, storm drainage systems, irrigation, pavement markings, signage, and roadway lighting.

This project, through infrastructure investments, will improve mobility, ensure public health and safety, while protecting and enhancing the environment. The project was designed by Miami-Dade County and the County is responsible for the construction implementation and timeline.

III. Location Plan

SW 152 Street and Old Cutler Traffic Circle



IV. Eligibility:

This opportunity is open to all artists, both emerging and established artists, individuals and artist-led teams, and artists working with a wide variety of mediums, who have completed projects for private clients, public agencies or for grassroots/community projects. Artist teams of any size may apply. While this Call is a national search, we highly encourage local artists to also apply. Women, minorities, and veterans are encouraged to apply. Prior Public Art experience is not a requirement. The Village reserves the right to reject all submittals.

V. Selection Process:

The selection process will include a preliminary review by the Community and Economic Development Department, a review and recommendation to the Village Council by the AIPP Advisory Board, and a final selection by the Village Council. Based on the quantity and caliber of submissions, the selection process will be further refined.

VI. Application Process

A complete application consists of the following four items. Please be sure to clearly state name, address, email, phone, and website on all documents. All documents must be submitted electronically as PDFs.

- **Brief Artist Statement**
  - Maximum length one (1) page describe your medium, approach to your work and highlight any specific experience or collaborations that you feel may align with the proposed scope of work.
  - If you are applying as a team, include a one (1) page Artist Statement for all team members.

- **Professional CV/Resume**
  - Maximum length two (2) pages
  - If you are applying as a team, include resumés for all team members (Maximum length of each resume is two (2) pages.

- **Digital Images**
  - Include up to 10 images (no fewer than 6) of completed art works or projects.
  - If you are applying as a team, include images of projects that your team has previously collaborated on. If you have not collaborated, include images of projects from each team member that best illustrates the type of project or approach for this project. This submission is limited to 10 images total for a team.
  - Each image should include the following information:

- Budget
- Title of Work
- Medium
- Dimensions
- Date of Work
- Current location
- 1-2 sentences of explanatory text

HOW TO SUBMIT:
Submit the above materials by Wednesday, September 4th, 2024 5:00 PM (EST) on CAFÉ.com

PLEASE NOTE: that mailed and emailed submissions will not be accepted. Materials must be submitted electronically on Café.com by Wednesday, September 4th, 2024 5:00pm (EST).

For additional information contact:
Andrea Candelaria
Sustainability & Resiliency Planner
305-259-1250 (when prompted please dial #2)

Attachments:

- **Complete Call to Artist (pdf)**
- **Typical Section Plan (TSP), Roadway Plan (RP), Signage and Pavement Marking Plan (SPMP), Lighting Plan (LP) (all combined, abbreviated attachment as "TSP, RP, SPMP, LP")**

Radiance

Proposal for Roundabout Sculpture:

SW 152 Street & Old Cutler Road Traffic Circle - Village of Palmetto Bay

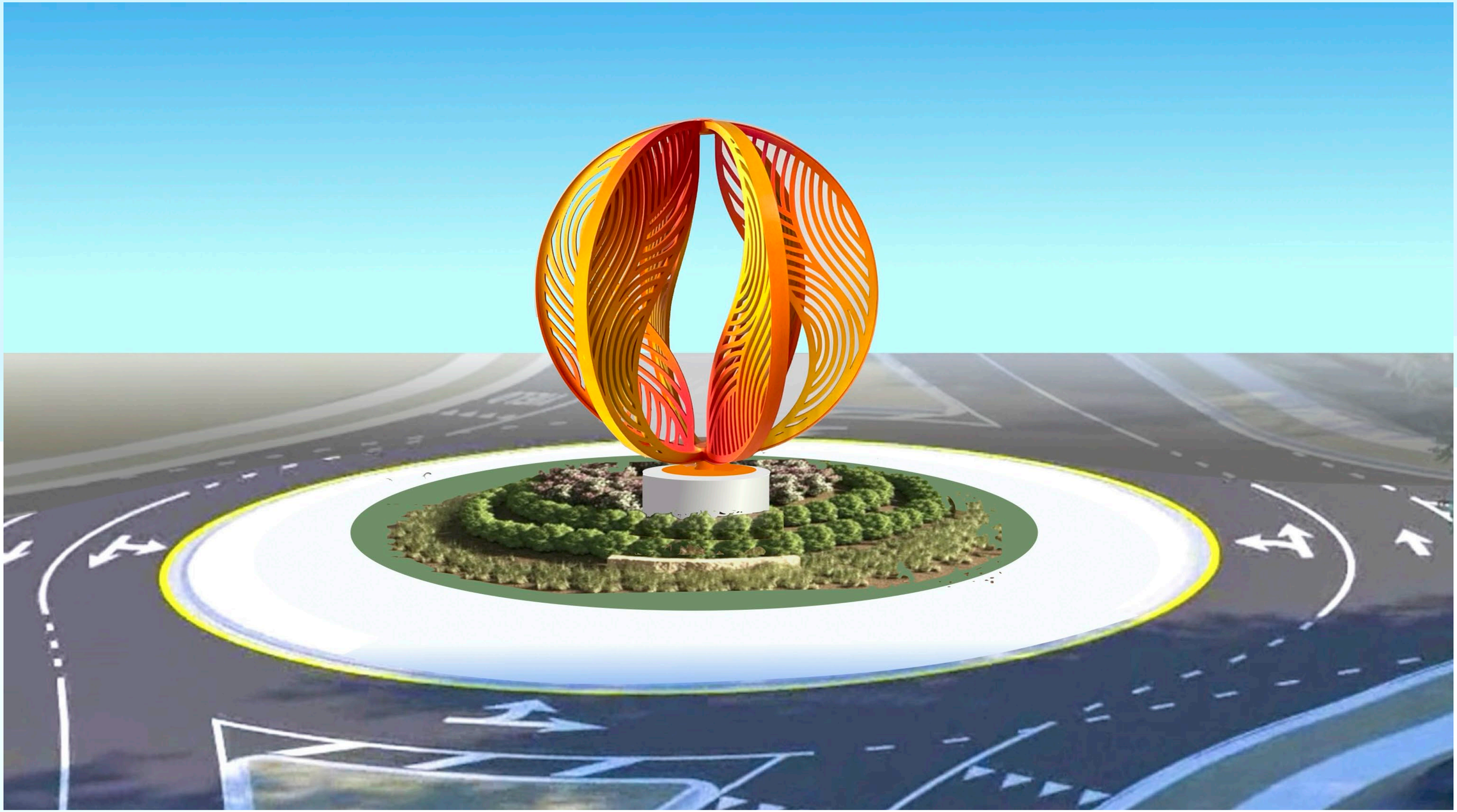
Cecilia Lueza Art Projects

Inspired by Palmetto Bay's stunning natural beauty, we propose a signature sculpture that is a celebration of life and explores the concepts of color, light, and movement.

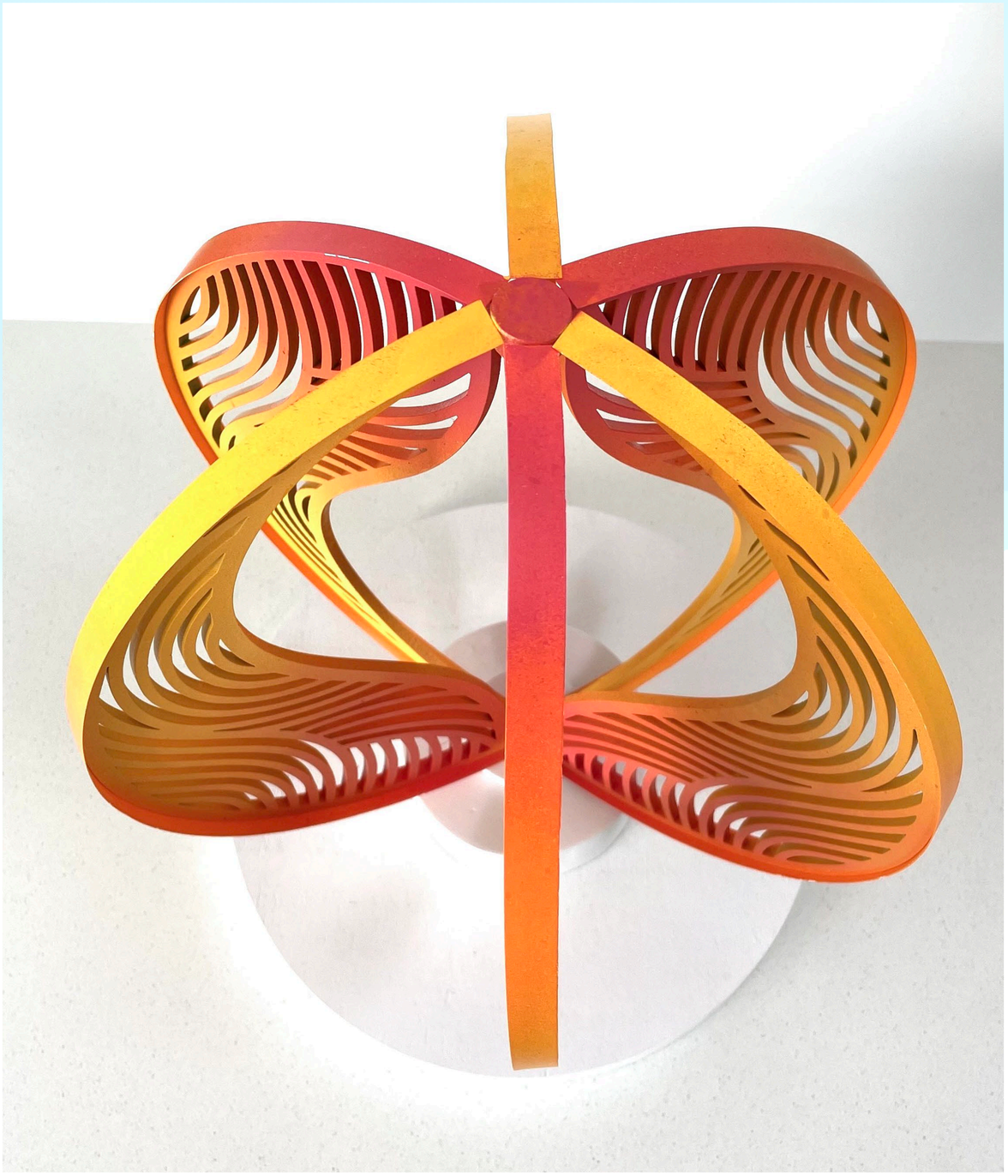
We envisioned a very colorful, organic, and lively piece that would complement the environment while providing a unique landmark for the roundabout.

Project Goals

- ***Serve as a landmark***
- ***Inspire and engage the public***
- ***Generate a vibrant and welcoming focal point***
- ***Activate the roundabout***
- ***Withstand extreme weather conditions***
- ***Calm traffic***









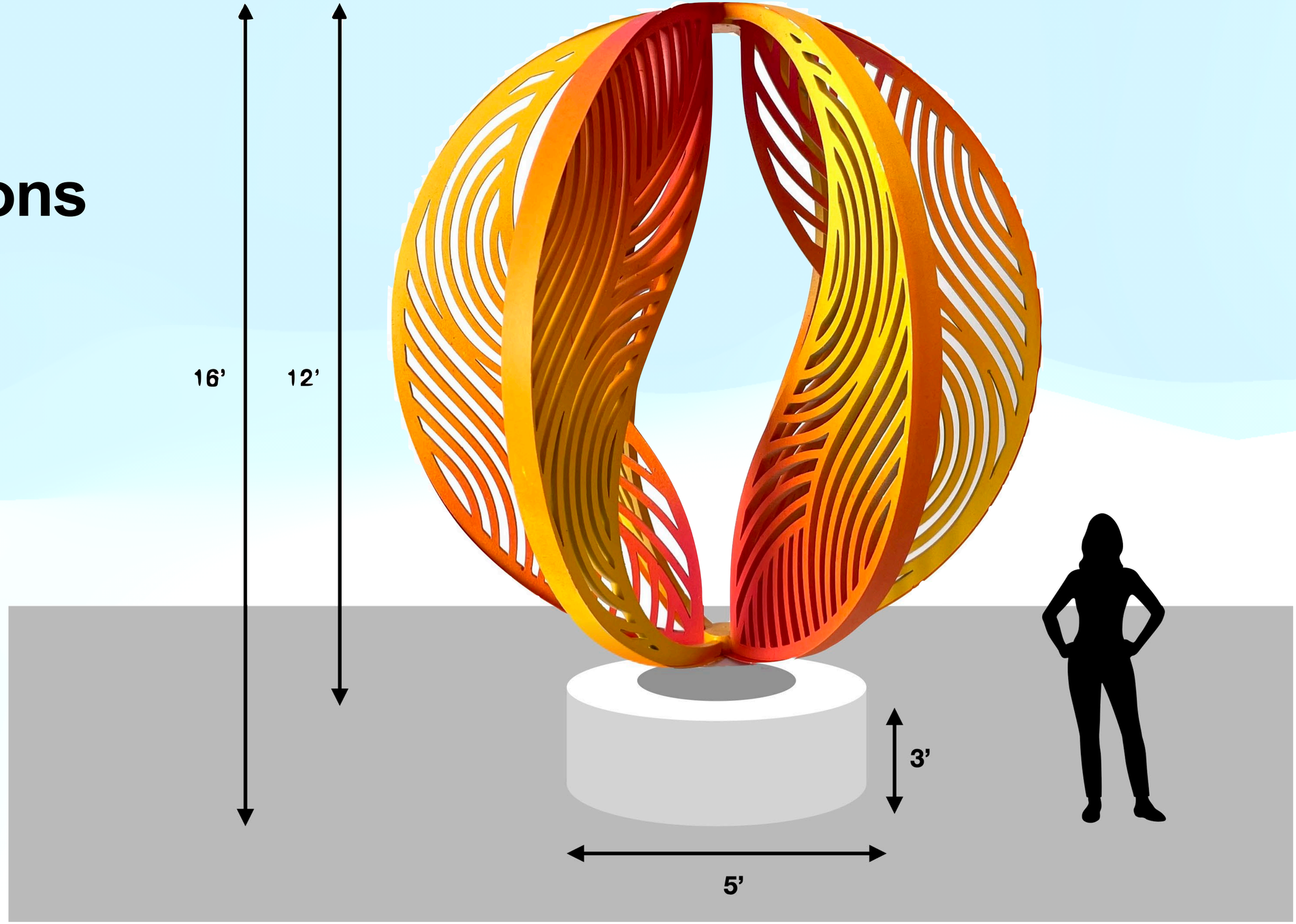




Radiance **is designed to be appreciated from many angles.**

The sculpture's shadows create ever changing patterns throughout the day marking the passage of time.

Scale
& Dimensions



Fabrication

When it comes to sculptural and three dimensional work, our preferred material is 6061 Aircraft Grade aluminum because of its many great properties such as low density and therefore low weight, high strength, superior malleability, easy machining and excellent corrosion resistance just to name a few.

We also design and fabricate our sculptures to withstand hurricane force winds as per South Florida Building Code criteria.

Known as the green metal, aluminum is one of the most environmentally friendly metals because of its sustainability.

Finishes

Extremely durable and UV resistant coating system comprised of an epoxy primer and Tnemec industrial finish coating assuring decades of maintenance free exposure.

Materials

- *6061 Aircraft Grade Aluminum*
- *Tnemec Industrial Finishes*

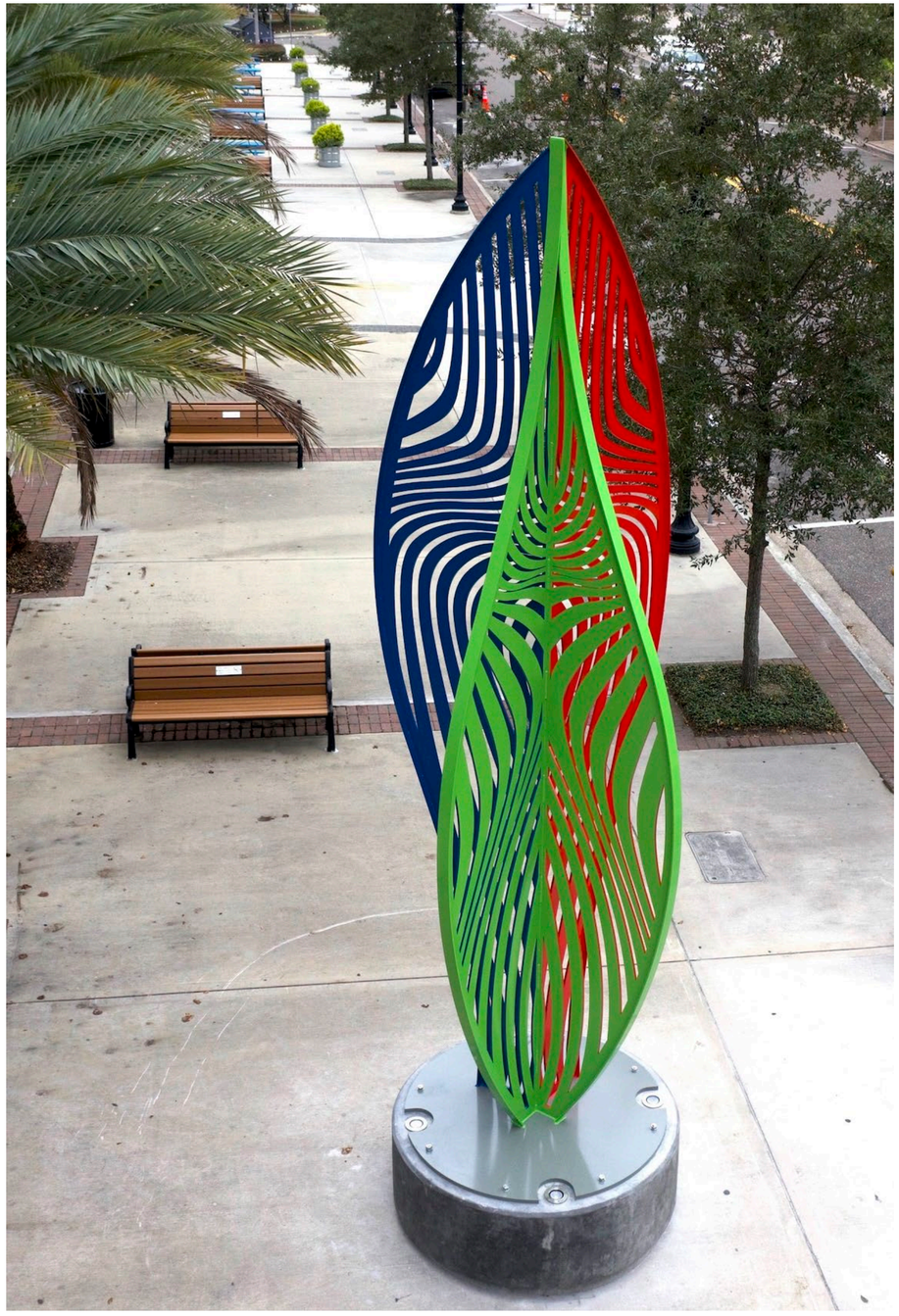
Timeline

- *Design Development and Engineering, Site Survey (60 days)*
- *Production Files and Material Procurement (60 days)*
- *Waterjet Cutting and Assembly (90 days)*
- *Paint finishes (30 days)*

Past Work



Journey of Hope
Fort Myers FL, 2024



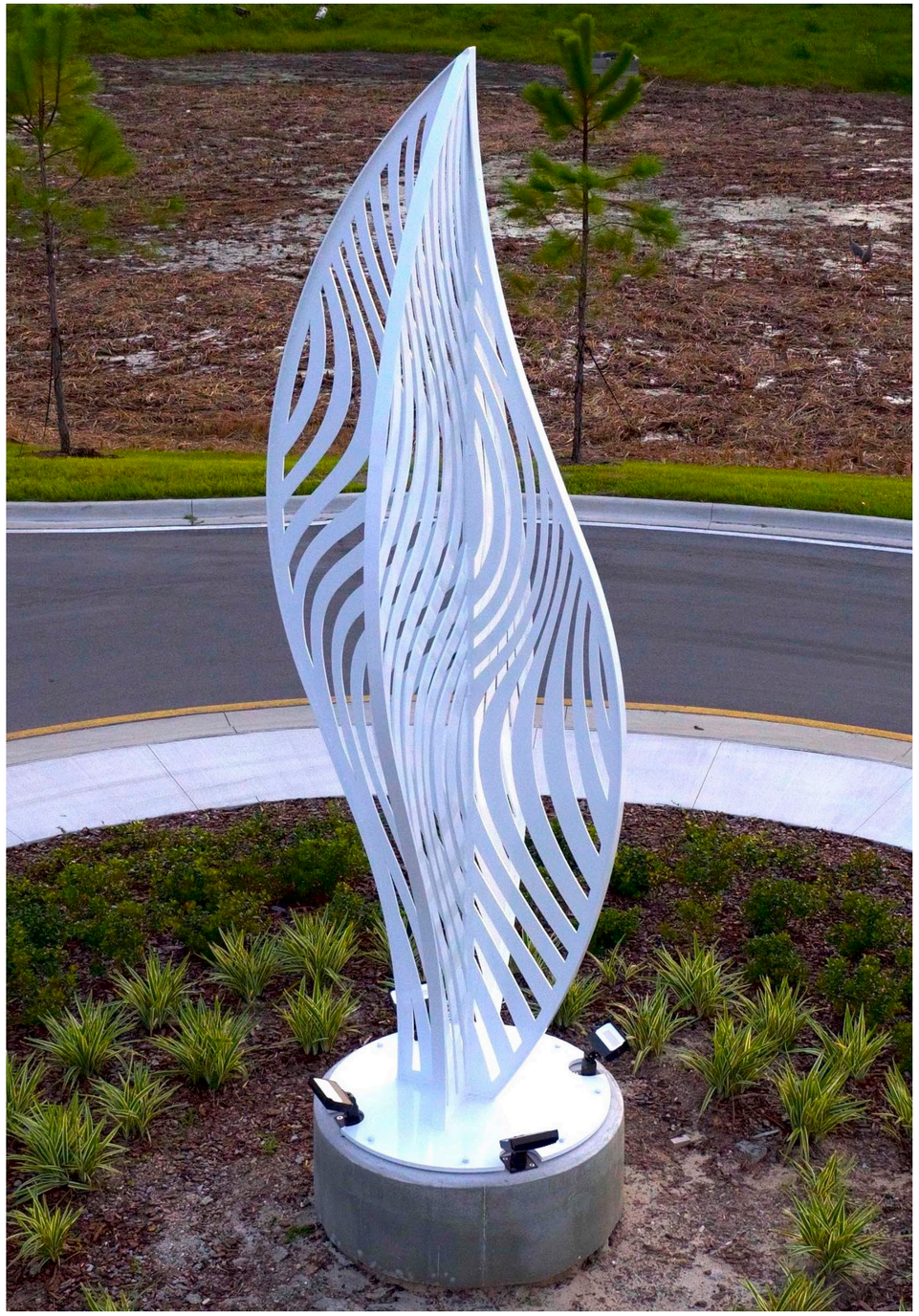
Nova

Jacksonville FL, 2020

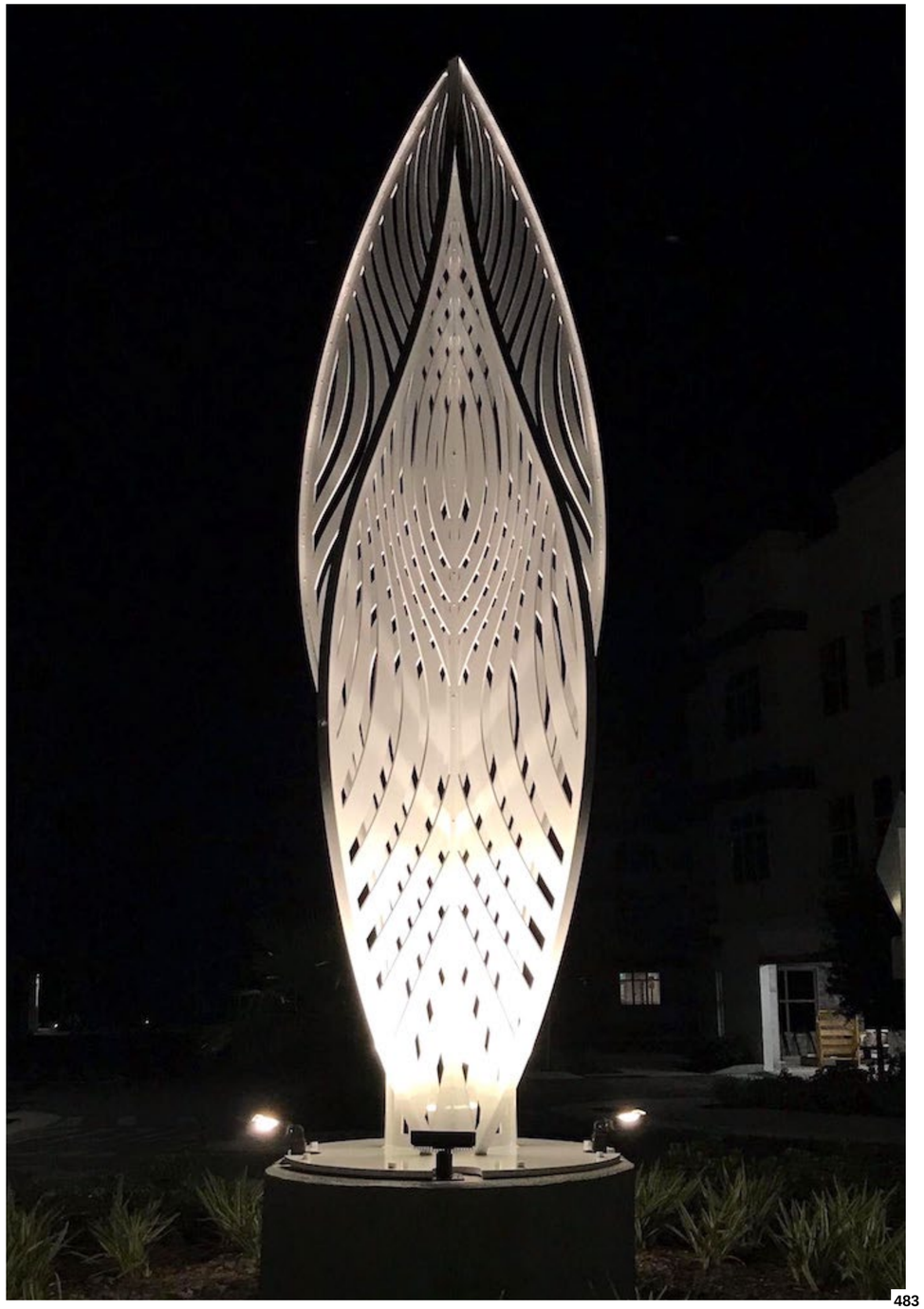




Sunset Flight
Peoria AZ, 2017



Delta
Tarpon Springs FL, 2021





Celebration
Coral Springs FL, 2020

Village of Palmetto Bay Roundabout Sculpture Proposal

Title: *RADIANCE*

Cecilia Lueza Art Projects

INSPIRATION

Inspired by Palmetto Bay's stunning natural beauty, we propose a signature sculpture that is a celebration of life and explores the concepts of color, light, and movement. We envisioned a very colorful, organic, and lively piece that would complement the environment while providing a unique landmark for the roundabout.

The artwork's symbolic design has six panels converging onto one axis, so as to create the effect of a kinetic sphere. The sculpture's shadows create ever changing patterns throughout the day marking the passage of time.

Timelessness is very important to us and our goal for this project was to design a sculpture that would be as relevant and compelling 50 years from now as it is today.

FABRICATION

When it comes to sculptural and three dimensional work, our preferred material is 6061 Aircraft Grade aluminum because of its many great properties such as low density and therefore low weight, high strength, superior malleability, easy machining and excellent corrosion resistance just to name a few. We also design and fabricate our sculptures to withstand hurricane force winds as per South Florida Building Code criteria.

Known as the green metal, aluminum is one of the most environmentally friendly metals because of its sustainability. As the most recyclable industrial material, aluminum can be recycled infinitely. Recycling aluminum also saves 95% of the energy used in its production from raw materials.

The sculpture will be made of water jet cut, welded 6061 aircraft grade aluminum of varying thicknesses. It will be cut using a 150,000 psi water jet tool for precise shape and scale preservation. All edges will be smooth and there will be no sharp or acute pointed edges.

FINISHES

Extremely durable and UV resistant coating system comprised of an epoxy primer and Tnemec industrial finish coating assuring decades of maintenance free exposure.

DIMENSIONS

Height: 12 feet
Width: 11 feet
Depth: 11 feet
Base: 5 feet in diameter, 3 feet high

INSTALLATION

A round receiving cleat would be bolted to the concrete pedestal and then the sculpture is to be lowered onto the cleat and fastened by flush flathead stainless screws along the bottom perimeter. Threaded bolts will be used for anchoring using world renowned Hilti HIT epoxy.

FOUNDATION

Rebar reinforced cast in place 3,500 psi poured concrete with dimensions of 5 feet in diameter by 3 feet high above grade. We will supply engineered drawings for the city's contractor to acquire permitting and construct it.

ILLUMINATION

At night the installation could be illuminated with high intensity LED lighting. We can provide recommendations for the fixtures and your electricians could install if desired.

TIMELINE

8 to 9 months for production.
1 - 2 days for complete installation.

BUDGET

Production drawings $1,500

Engineering $3,900

Materials $27,750

Fabrication $39,500

Finish Coatings $13,500

Installation $3,800

Transportation $2,500

Project documentation $500

Insurance $1500

Artist fee $27,800

Contingency $5,000

TOTAL $127,250

Patricia R.			
Ray	C Lueza	Gus Lina	Owen
3	8	10	2
8	8	8	8
7	8	10	4
4	10	10	5
4	10	10	1
10	10	10	10
1	10	10	1
10	10	10	10
8	8	10	8
55	**82**	**88**	**49**

Rick C.			
Ray	C Lueza	Gus Lina	Owen
6	6	8	9
7	8	8	10
0	0	0	0
4	6	4	10
6	8	8	10
9	10	10	10
4	6	4	10
10	10	10	10
10	10	10	9
56	**64**	**62**	**78**

Gary T.			
Ray	C Lueza	Gus Lina	Owen
10	10	10	6
8	10	10	7
8	10	10	7
7	10	10	8
8	10	10	8
9	10	10	9
7	10	10	7
10	10	10	10
10	10	10	10
77	**90**	**90**	**72**

Susan F.			
Ray	C Lueza	Gus Lina	Owen
10	8	9	8
10	8	8	7
10	5	9	7
8	9	9	9
7	6	6	7
10	9	7	8
4	10	8	5
10	10	10	8
10	10	10	10
79	**75**	**76**	**69**

Pam G.			
Ray	C Lueza	Gus Lina	Owen
10	10	8	9
9	9	9	9
9	10	9	10
10	9	9	9
9	10	9	7
10	10	10	8
5	10	8	2
10	10	10	10
10	10	8	10
82	**88**	**80**	**74**

C :Lueza	399
Gus Lina	396
Owen	342
Ray	349

Art in Public Places Advisory Board SW 152 Street & Old Cutler Road Art Selection Score Sheet				
TOTAL OF 90 POINTS PER ARTIST				
Criteria *Please rank each criteria a score of one through ten (1-10)*	**Ray King**	**Cecilia Lueza & Rick Munne** (Radiance)	**Gus Lina** (Nest)	**Owen Morrel**
Reflects theme of Call to Artist: environmental stewardship	10	10	10	6
Reflection of enduring artistic concepts	8	10	10	7
Reflection of cultural and ethnic diversity of the Village and South Florida	8	10	10	7
Appropriateness to the site	7	10	10	8
Permanence of the work in light of environmental conditions at the site	8	10	10	8
Quality of the artwork	9	10	10	9
Maintenance requirements	7	10	10	7
Likelihood that artist can successfully complete the work within the available funding	10	10	10	10
Diversity of work already acquired by the Village	10	10	10	10
TOTALS:	0	0	0	0
	77	90	90	72

Completed by Board Member:	**13-Mar-25**

Gary

Frank

PR

Art in Public Places Advisory Board SW 152 Street & Old Cutler Road Art Selection Score Sheet				
TOTAL OF 90 POINTS PER ARTIST				
Criteria *Please rank each criteria a score of one through ten (1-10)*	**Ray King** Planters	**Cecilia Lueza & Rick Munne**	**Gus Lina** Nest	**Owen Morrel** Tower
Reflects theme of Call to Artist: environmental stewardship	3	8	~~10~~ 10	2
Reflection of enduring artistic concepts	8	8	8	8
Reflection of cultural and ethnic diversity of the Village and South Florida	7	8	10	4
Appropriateness to the site	4	10	10	5
Permanence of the work in light of environmental conditions at the site	4	10	10	1
Quality of the artwork	10	10	10	10
Maintenance requirements	1	10	10	1
Likelihood that artist can successfully complete the work within the available funding	10	10	10	10
Diversity of work already acquired by the Village	8	8	10	8
TOTALS:	052	082	088	049

55!

Completed by Board Member:	**13-Mar-25**

Patricia Rodney

PR

Art in Public Places Advisory Board SW 152 Street & Old Cutler Road Art Selection Score Sheet				
TOTAL OF 90 POINTS PER ARTIST				
Criteria *Please rank each criteria a score of one through ten (1-10)*	**Ray King**	**Cecilia Lueza & Rick Munne**	**Gus Lina**	**Owen Morrel**
Reflects theme of Call to Artist: environmental stewardship	10	10	8	9
Reflection of enduring artistic concepts	9	9	9	9
Reflection of cultural and ethnic diversity of the Village and South Florida	9	10	9	10
Appropriateness to the site	10	9	9	9
Permanence of the work in light of environmental conditions at the site	9	10	9	7
Quality of the artwork	10	10	10	8
Maintenance requirements	5	10	8	2
Likelihood that artist can successfully complete the work within the available funding	10	10	10	10
Diversity of work already acquired by the Village	10	10	8	10
TOTALS:	820	880	800	740

Completed by Board Member: Pamela Goman	**13-Mar-25**





Art in Public Places Advisory Board SW 152 Street & Old Cutler Road Art Selection Score Sheet

TOTAL OF 90 POINTS PER ARTIST

	Criteria *Please rank each criteria a score of one through ten (1-10)*	Ray King NO	Cecilia Lueza & Rick Munne M	Gus Lina NO	#1 Owen Morrel
1	Reflects theme of Call to Artist: environmental stewardship	6	6	8	9
2	Reflection of enduring artistic concepts	7	8	8	10
3	Reflection of cultural and ethnic diverity of the Village and South Florida	0	0	0	8
* 4	Appropriateness to the site	4 AMBIGUOUS	6 3TR ELSEWHERE	4 TOO BUSY	10
5	Permanence of the work in light of environmental conditions at the site	6	8	8	10
6	Quality of the artwork	9	10	10	10
7	Maintenance requirements	4	6	4	10
8	Likelihood that artist can successfully complete the work within the available funding ALL HAS PROS	10	10	10	10
9	Diversity of work already acquired by the Village DIVERSE DIFF	10 8	6 10	10	10 9
	TOTALS:	0 56	64 0 64	0 62	78 0 78

#2

Completed by Board Member:	13-Mar-25

PARK

DISTRACTING
AMBIGUOUS
INVITING
TO CLIMB

OPEN TO CRITISM
UNDER APPRECIATED
FOR SITE

PARK

CLEAN
SIMPLE

LESS
DISTRACTING

SMOOTH
FLOWING

SCHOOL
OR
PARK

CARTOONY
WH
OVERLY
COMPLEX
DISTRACTING

BRITO-LIKE
OVERLY STYLIZE

SIMPLE
CLEAN
SLEEK

BLENDS IN
WOOKSW LIGHT

STATIC MOTION

10
18

FIU 40X60

38
6
4

Art in Public Places Advisory Board SW 152 Street & Old Cutler Road Art Selection Score Sheet				
TOTAL OF 90 POINTS PER ARTIST				
Criteria ***Please rank each criteria a score of one through ten (1-10)***	**Ray King**	**Cecilia Lueza & Rick Munne**	**Gus Lina**	**Owen Morrel**
Reflects theme of Call to Artist: environmental stewardship	10	8	9	8
Reflection of enduring artistic concepts	10	8	8	7
Reflection of cultural and ethnic diversity of the Village and South Florida	10 30	5	7	7
Appropriateness to the site	8	9	9	9
Permanence of the work in light of environmental conditions at the site	~~10~~ 7	6	6	7
Quality of the artwork	10	9	7	8
Maintenance requirements	~~10~~ 4	10	8	5
Likelihood that artist can successfully complete the work within the available funding	10	10	10	8
Diversity of work already acquired by the Village	10 ~~10~~ 4	10	10	10
TOTALS:	79 0 ~~70~~	75 0	76 0	69 0

Susan Feldman

Completed by Board Member: SF	**13-Mar-25**

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF ISI WATER COMPANY D/B/A WATER COMPANY OF AMERICA TO PROVIDE CONSULTANT SERVICES TO ANALYZE AND MAXIMIZE THE BILLABLE UTILITY REVENUE OF STORMWATER MANAGEMENT CHARGES FOR PARCELS OF LAND WITHIN THE VILLAGE; PIGGY-BACKING FROM POLK COUNTY RFP# 24-262; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo - Stormwater.doc
Reso - Stormwater.doc
Exhibit A - (Piggy-Back) Polk County â€“ RFP# 24-262.pdf
Exhibit B - Proposed Contract.docx

To: Honorable Mayor and Village Council

Date: March 17, 2025

From: Nick Marano, Village Manager

Re: Stormwater Management Charges – Piggy-back RFP# 24-262 – Polk County

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF ISI WATER COMPANY D/B/A WATER COMPANY OF AMERICA TO PROVIDE CONSULTANT SERVICES TO ANALYZE AND MAXIMIZE THE BILLABLE UTILITY REVENUE OF STORMWATER MANAGEMENT CHARGES FOR PARCELS OF LAND WITHIN THE VILLAGE; PIGGY-BACKING FROM POLK COUNTY RFP# 24-262; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village exercised its option to be exempt from inclusion in Miami-Dade County Stormwater Utility. The Village entered into an agreement with Miami-Dade County Water and Sewer Department for Stormwater Management Utility fee billing and collection services in July 2006. Miami-Dade County Water and Sewer Department currently bills and collects Stormwater Management Utility fees to fund and support the management of stormwater systems within the Village's boundaries. The billing rate used by Miami-Dade Water and Sewer for collecting fees associated with Stormwater Management Utility is based on the area of impervious surface which may not be accurate. Miami-Dade Water and Sewer may be under-billing or not billing Village property owners based on the average parcel size and land use of the property. ISI Water Company d/b/a Water Company of America has offered to analyze and maximize the billable revenue billed to property owners based on actual property size and total impervious surface area contained within the property.

RECOMMENDATION:

Administration recommends the approval for the selection of ISI Water Company d/b/a Water Company of America and enter into a contract with said Company to provide utility revenue enhancement services. Administration would like to move forward, and piggy-back RFP# 24-262 produced by Polk County with their awarded proposer.

FISCAL IMPACT:
The 2024-2025 Stormwater Utility Fiscal Budget (contingent based on results).

Attachments:

A. (Piggy-Back) Polk County Contract – RFP# 24-262
B. ISI Water Company d/b/a Water Company of America – Proposed Contract

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF ISI WATER COMPANY D/B/A WATER COMPANY OF AMERICA TO PROVIDE CONSULTANT SERVICES TO ANALYZE AND MAXIMIZE THE BILLABLE UTILITY REVENUE OF STORMWATER MANAGEMENT CHARGES FOR PARCELS OF LAND WITHIN THE VILLAGE; PIGGY-BACKING FROM POLK COUNTY RFP# 24-262; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village exercised its option to be exempt from inclusion in Miami-Dade County Stormwater Utility; and

WHEREAS, the Village entered into an agreement with Miami-Dade County Water and Sewer Department for Stormwater Management Utility fee billing and collection services in July 2006; and

WHEREAS, Miami-Dade County Water and Sewer Department currently bills and collects Stormwater Management Utility fees to fund and support the management of stormwater systems within the Village's boundaries; and

WHEREAS, the billing rate used by Miami-Dade Water and Sewer for collecting fees associated with Stormwater Management Utility is based on the area of impervious surface which may not be accurate; and

WHEREAS, Miami-Dade Water and Sewer may be under-billing or not billing Village property owners based on the average parcel size and land use of the property; and

WHEREAS, ISI Water Company d/b/a Water Company of America has offered to analyze and maximize the billable revenue billed to property owners based on actual property size and total impervious surface area contained within the property; and

WHEREAS, the Village is piggy-backing on Polk County's Contract through its RFP# 24-262, and;

WHEREAS, ISI Water Company d/b/a Water Company of America, has agreed to provide utility revenue enhancement services to the Village with the same terms and conditions as set forth in the Agreement with Polk County dated September 17th, 2024, with the exception of Article 2, Mutually Agreed Upon Amendment; and

WHEREAS, the Village wishes to proceed with the selection of ISI Water Company d/b/a Water Company of America to provide utility revenue enhancement services.

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

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

Section 2. The Village Manager is authorized to negotiate and enter into a contract with ISI Water Company d/b/a Water Company of America.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 7th day of April 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

MASTER AGREEMENT FOR THE REVIEW OF UNBILLED OR MIS-BILLED UTILITY SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida, 33830, and ISI Water Company, dba Water Company of America (the "Consultant"), a Texas corporation, located at 5215 Fidelity Street, Houston, Texas 77029 and whose Federal Employer Identification Number is 20-2413479.

WHEREAS, the County desires to employ the Consultant to provide analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings, with the intent of improving accountability and rate payer equity, thereby increasing revenue for the Polk County Utilities Division; and

WHEREAS, the County has solicited for these services via an advertised request for proposal ("RFP 24-262") to which the Consultant submitted a proposal thereto; and

WHEREAS, the Consultant has considerable expertise in the analysis and correction of water, wastewater, and reclaimed water system under-billings and mis-billings; and

WHEREAS, the Consultant is able and agreeable to providing the County the consultant services and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

2.0 Services to Be Performed by Consultant

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the County's Request for Proposal RFP 24-262, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 24-262"), both of which are

incorporated into this Agreement by this reference, attached hereto as composite Exhibit "A" and made a part of this Agreement.

2.2 When the County requires the Consultant to perform Services, the County, by the Division Director, will issue a Work Authorization to the Consultant stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Consultant is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Consultant recognizes and acknowledges that the County may employ several different consultants to perform the same or similar Services for the County and that the Consultant has not been employed as the exclusive agent to perform any such Services.

2.5 Work Authorizations Valid After Agreement Expiration. When the Consultant and the County enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) or full completion of the requirements of the Work Authorization have been performed. Cancellation by the County of any remaining services prior to the Consultant's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant in accordance with the Price Proposal set forth in Exhibit "B" which is attached hereto and made a part of this Agreement.

3.1.2 At the discretion of the County, the County may calculate a lump sum amount agreed upon by both parties to be paid to the Consultant in lieu of the fixed percent for thirty-six (36) months.

3.1.3 Known misapplications of the utility rate structure will be made known to the Consultant and will not be used in calculating compensation under this Agreement. The County has provided the Consultant a list of current known misapplications, attached hereto an incorporated herein as Exhibit "C", and will provide an updated list to the Consultant monthly, as applicable. The Consultant will not receive any revenue from known misapplications.

3.1.4 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.5 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.6 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.7 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.8 By submitting an invoice, the Consultant's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 27.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subconsultants

If the Consultant requires the assistance of any professional associates or subconsultants in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subconsultant may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subconsultants in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subconsultants. The failure of a professional associate or subconsultants to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever

including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subconsultants, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11.0, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County

to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee s and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 22. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880
Attention: Director

For Consultant: ISI Water Company dba Water Company of America
5215 Fidelity Street
Houston, Texas 77029
Attention: Steven M. Hooper

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE

NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended

during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's Consultants, sub-Consultants, sub-Consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Steve M. Hooper, General Manager

Name: Gus Badnell, Contract Manager

Name: Jeff Haddock, CIS/Data Security Manager

32.0 <u>Scrutinized Companies and Business Operations Certification; Termination.</u>

A. <u>Certification(s)</u>.

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

33.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34.0 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subconsultant. The Consultant

acknowledges and agrees that (i) the County and the Consultant may not enter into this Agreement, and the Consultant may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," 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 subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

By: Alison Brown
Deputy Clerk

Date Signed By County 9/17/24
R.33

Polk County, a political subdivision of the State of Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Reviewed as to form and legal sufficiency:

Sandra B. Howe 8/6/24
County Attorney's Office Date

ATTEST:

By: _____
Steven J. Haddock
PRINT NAME

IT Manager
TITLE

Date: 8/21/2024

SEAL

ISI Water Company,
dba Water Company of America,
a Texas corporation

By: _____
STEVEN HOOPER
PRINT NAME

General Manager
TITLE

8-21-2024

ACKNOWLEDGEMENT OF FIRM IF A CORPORATION

STATE OF Florida County OF Seminole

The foregoing instruments was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 21st day of August 2024 (Date) by Steven Hooper (Name of officer or agent) as General Manager (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☑ has produced Drivers License as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 21st Day of August 2024 (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

CHAD MICHAEL SLOAN
Notary Public, State of Florida
Commission# HH 375225
My comm. expires March 16, 2027

Commission Number HH 375225 Commission Expiration Date 3/16/2027

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____(Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ _____a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this_____(Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced_____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Exhibit "B"

Compensation

REVIEW OF UNBILLED OR MIS-BILLED UTILITY SERVICES FOR POLK COUNTY

PRICE PROPOSAL

For any work performed by the Consultant which results in increased revenue for Polk County in accordance with the provisions of the Agreement, the Consultant shall be paid 60% of all increase revenue for a term of thirty-six (36) months thereafter.

For the purpose of this Agreement, increased revenue shall mean the difference between the amount of monthly invoice received by the County on an account, subsequent to and prior to corrective action being taken on all unbilled or mis-billed water and wastewater services provided by the County, including retroactive collections made as a result of work by the Consultant.

AGREEMENT BETWEEN
THE VILLAGE OF PALMETTO BAY
and
ISI WATER COMPANY

FOR
UTILITY REVENUE ENHANCEMENT SERVICES

THIS AGREEMENT, made and entered into as of the date of countersignature, by and between ISI Water Company, a corporation organized and existing under the laws of the State of Texas and authorized to do business in the State of Florida, having its principal offices at 5215 Fidelity Street, Houston, TX 77029, hereinafter referred to as Water Company of America ("WCA"), and the Village of Palmetto Bay, a political subdivision of the State of Florida, having its principal offices at 9705 E Hibiscus St., Palmetto Bay, Florida 33157, hereinafter referred to as the "Village".

WITNESSETH:

WHEREAS, WCA offered to identify unbilled or misbilled Stormwater services for the Village; and,

WHEREAS, in 2024, Polk County issued a Request for Proposal (RFP 24-262 "Review for Unbilled or Mis-billed Utility Services), to which WCA responded and was selected. WCA is now under Contract with Polk County, Florida, which is attached hereto as "Exhibit A"; and,

WHEREAS, the Village has authorized the Purchasing Department to utilize and have access to Contracts and Agreements of Florida governments; and,

WHEREAS, the Village desires to contract for the performance of such services in accordance with the terms of the Polk County Agreement.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. EXHIBIT A

The Agreement between Polk County, Florida and WCA for Review of Unbilled or Misbilled Utility Services, entered into on September 17, 2024, is attached hereto, identified as "Exhibit A" and made a part hereof, and mutually amended to provide for the special requirements of the Village and WCA.

ARTICLE 2. MUTUALLY AGREED UPON AMENDMENTS

The Village and WCA mutually agree the following definitions, terms, and conditions shall amend said Agreement in the order stated in said agreement:

a) All references to "Polk County" found within "Exhibit A" or referenced within "Exhibit A", shall for the purposes of this Agreement be replaced with the words "Village of Palmetto Bay".
b) All references to time periods found within "Exhibit A" or referenced within "Exhibit A", shall for the purposes of this Agreement, start on the date this agreement is signed.
c) For the purpose of this Agreement, the Term shall commence on the date of the Notice to Proceed as issued by the Village of Palmetto Bay to WCA.

ARTICLE 3. NOTICES

a) All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent in a manner requiring a signed receipt of delivery, such as Federal Express, courier delivery, or if mailed, Registered or Certified mail, return receipt requested, in any case addressed as follows:

    (i) To the Village at the following address:

        Village of Palmetto Bay
        9705 E Hibiscus St
        Palmetto Bay, Florida 33157

        Attention: Nick Marano

    (ii) To WCA at the following address:

        ISI Water Company
        5215 Fidelity St
        Houston, TX 77029

        Attention: Steven Hooper

b) Either party may at any time designate a different address by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTCLE 4. NEGOTIATED AGREEMENT

This Agreement reflects the negotiation and agreement of the parties. Nothing contained herein shall be interpreted, by implication or otherwise, as inuring to the benefit or the disadvantage of one party in the absence of such mutual negotiation and agreement.

ARTICLE 5. CONTRACT DOCUMENTS CONTAIN ALL TERMS

This Agreement and all documents incorporated by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth:

ATTEST:

VILLAGE OF PALMETTO BAY

Signature:_____

Printed name:_____

Title:_____

Date:_____

ISI WATER COMPANY

By:_____ Date: _____
Steven Hooper, General Manager

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
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, RELATED TO PARKS AND RECREATION: TO CONSIDER THE UNSOLICITED PROPOSAL FROM DIADEM SPORTS, LLC FOR THE MANAGEMENT AND OPERATIONS OF AN INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO INITIATE THE UNSOLICITED PROPOSAL PROCESS IN ACCORDANCE WITH FLORIDA STATUES, SECTION 255.065, AND APPROVING AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*
SUGGESTED ACTION:	

ATTACHMENTS:

Resolution Diadem Sports_040725.docx
Diadem Sports Memo_040725.docx
Diadem_Offer_040725.pptx
Diadem Pickleball Proposal 004.pdf

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PARKS AND RECREATION: TO CONSIDER THE UNSOLICITED PROPOSAL FROM DIADEM SPORTS, LLC FOR THE MANAGEMENT AND OPERATIONS OF AN INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO INITIATE THE UNSOLICITED PROPOSAL PROCESS IN ACCORDANCE WITH FLORIDA STATUES, SECTION 255.065, AND APPROVING AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

WHEREAS, the Village is in receipt of an unsolicited proposal from Diadem Sports, LLC for the Management and Operations of an indoor Pickleball Center that would serve as a valuable asset to the community; and

WHEREAS, as per Resolution 2019-10, with respect to any unsolicited proposals received by the Village on any subject, the Council retains the authority to determine whether an unsolicited proposal shall be utilized in preparing and issuing a subsequent request for proposals to the public, or handled in any other fashion; and

WHEREAS, on March 26, 2025 the Village of Palmetto Bay received an unsolicited proposal pursuant to Section 255.065, Florida Statutes for the Management and Operations of an indoor Pickleball Center; and

WHEREAS, the proposal includes two options for consideration; and

WHEREAS, in accordance with section 255.065 Florida Statutes governing unsolicited proposals, the Village Council is authorized to consider and move forward with the proposal, including directing the Village Manager to initiate the unsolicited proposal process.

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

Section 1. The consideration of the unsolicited proposal from Diadem Sports, LLC for the Management and Operations of an indoor pickleball center is hereby approved.

Section 2. That the Village Manager is directed to initiate the process for unsolicited proposals in accordance with Florida Statutes, Section 255.065, and to bring back any relevant contracts or agreements for further review and approval by the Village Council.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of _____, 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: April 7th, 2025

From: Fanny Carmona, Director Parks and Recreation

Re: Diadem Sports, LLC Unsolicited Offer

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PARKS AND RECREATION: TO CONSIDER THE UNSOLICITED PROPOSAL FROM DIADEM SPORTS, LLC FOR THE MANAGEMENT AND OPERATIONS OF AN INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO INITIATE THE UNSOLICITED PROPOSAL PROCESS IN ACCORDANCE WITH FLORIDA STATUES, SECTION 255.065, AND APPROVING AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

BACKGROUND AND ANALYSIS:

The Village was originally contacted by Diadem Sports LLC in September 2024 concerning the Village Pickleball Project at Palmetto Bay Park. Diadem is a pickleball equipment manufacturer and manages two pickleball facilities in Broward County, and in other states. Village Staff has approached this project in a very deliberate manner and has included Waypoint Contracting Inc., the contractor selected to build the current pickleball facility, in detailed discussions with Diadem.

Diadem submitted a formal proposal on March 27, 2025; that letter and a presentation from them is included in the Agenda Package that accompanies this Resolution. Diadem proposes to manage an indoor pickleball facility that would be built by and owned by the Village of Palmetto Bay. The Village Council has already selected Waypoint to build the currently planned and funded pickleball center; an additional $1,600,000 would be needed to construct a steel building to Diadem's recommended specifications. Waypoint has been consulted throughout this process and is willing to change the scope of the original project.

Diadem has offered two options for the Village Council to consider, both are five-year deals with renewal options. Option 1 is a Operator/Licensee Agreement in which the Village would lease the Diadem brand, Diadem would collect a monthly management fee and the Village would retain all net earnings. This option provides the greatest return on investment (ROI) for the Village however the Village also assumes risk with this option. Option 2 is a Lease Agreement with Diadem as a tenant. This option provides a lower ROI but also significantly reduces risk to the Village. Both options will be explained in more detail as follows:

Option 1 – The Village as the Operator/Licensee

- Total Construction Cost to Village $3,300,000 (an additional $1,600,000 from current project)
- $50,000 one-time license fee
- Diadem operates/manages facility for 10% per month of gross revenue

- Village forecast to earn approximately $800,000 per year net income by Year 3
- Discounts for Village Resident play and memberships

Option 2 – Diadem as a Tenant

- Total Construction Cost to Village $2,800,000 (Diadem contributes $500,000, Village allocates an additional $1,100,000 from current project)
- No license fee
- Diadem to pay $200,000 annually in rent to Village
- Discounts for Village Resident play and memberships

The facility would be the same for both options. Diadem has worked with Waypoint to develop a concept for a nine-court, roughly 22,000 square foot facility with a retail area, bar/snack bar, small stage and restrooms. The facility would be fully climate controlled and be suitable for special events.

The Florida State Statutes have a process whereby municipalities may consider unsolicited proposals for private-public partnerships; that process is contained in section 255.065. The Village Council tonight may take one of three routes with this proposal.

- Reject the proposal
- Consider solely this proposal
- Use this proposal to seek additional ones via an RFP process

The relevant paragraphs of Fl. Sta. 255.065 are quoted below:

(b)1. The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity may publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project.

2. The timeframe within which the responsible public entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) The responsible public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and, at a second duly noticed public meeting, determines that the

proposal is in the public's interest. In making the public interest determination, the responsible public entity must consider all of the following factors:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the proposal.
3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
4. The project's compatibility with regional infrastructure plans.
5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

(d) If the responsible public entity decides to proceed with an unsolicited proposal without engaging in a public bidding process, the responsible public entity must publish in the Florida Administrative Register for at least 7 days a report that includes all of the following:

1. The public interest determination required under paragraph (c).
2. The factors considered in making such public interest determination.
3. The responsible public entity's findings based on each considered factor.

RECOMMENDATION:
Diadem has the best of breed indoor pickleball facilities in South Florida and is a strong brand in the industry: the Administration recommends that the Mayor and Village Council consider the Diadem Sports LLC proposal and engage in a public bidding process.

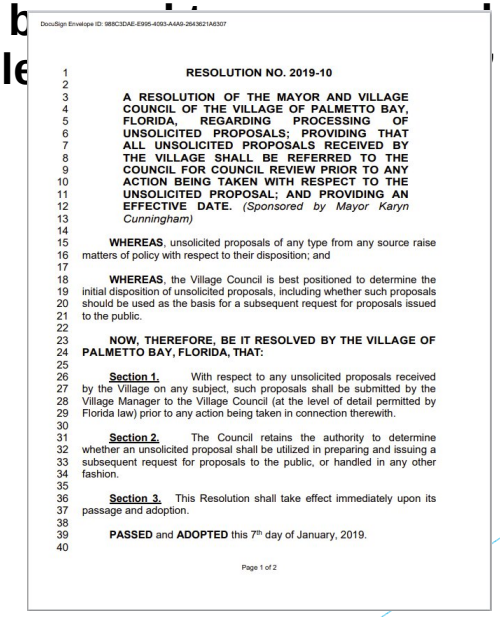
FISCAL IMPACT:
Limited fiscal impact if this Resolution is approved. Specific costs will include the public notice costs and staff time. If the Village Council ultimately accepts the unsolicited offer from Diadem Sports, the fiscal impact could be $1,100,000 to $1,600,000 depending on the Option selected.

Attachments:

A. Resolution 2025-xx
B. Village Unsolicited Proposal Presentation
C. Diadem Sports LLC Proposal and Presentation

Diadem Sports Unsolicited Proposal

- On March 31, 2025 the Village received an unsolicited proposals for the Management and Operations of an Indoor Pickleball Center from Diadem Sports, LLC.
- Pursuant to Resolution 2019-10 with respect to any unsolicited proposal received by the Village, the Manager shall submit the unsolicited proposal to the Village Council and the Village "**Council retains authority to determine whether the unsolicited proposal shall b… subsequent RFP to the public, or handle…**



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RESOLUTION NO. 2019-10

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PROCESSING OF UNSOLICITED PROPOSALS; PROVIDING THAT ALL UNSOLICITED PROPOSALS RECEIVED BY THE VILLAGE SHALL BE REFERRED TO THE COUNCIL FOR COUNCIL REVIEW PRIOR TO ANY ACTION BEING TAKEN WITH RESPECT TO THE UNSOLICITED PROPOSAL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, unsolicited proposals of any type from any source raise matters of policy with respect to their disposition; and

WHEREAS, the Village Council is best positioned to determine the initial disposition of unsolicited proposals, including whether such proposals should be used as the basis for a subsequent request for proposals issued to the public.

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

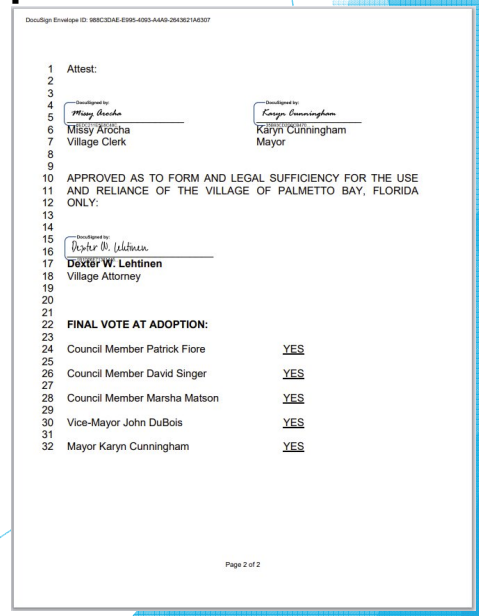
Section 1. With respect to any unsolicited proposals received by the Village on any subject, such proposals shall be submitted by the Village Manager to the Village Council (at the level of detail permitted by Florida law) prior to any action being taken in connection therewith.

Section 2. The Council retains the authority to determine whether an unsolicited proposal shall be utilized in preparing and issuing a subsequent request for proposals to the public, or handled in any other fashion.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** this 7th day of January, 2019.

Page 1 of 2



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Attest:

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

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

Dexter W. Lehtinen
Village Attorney

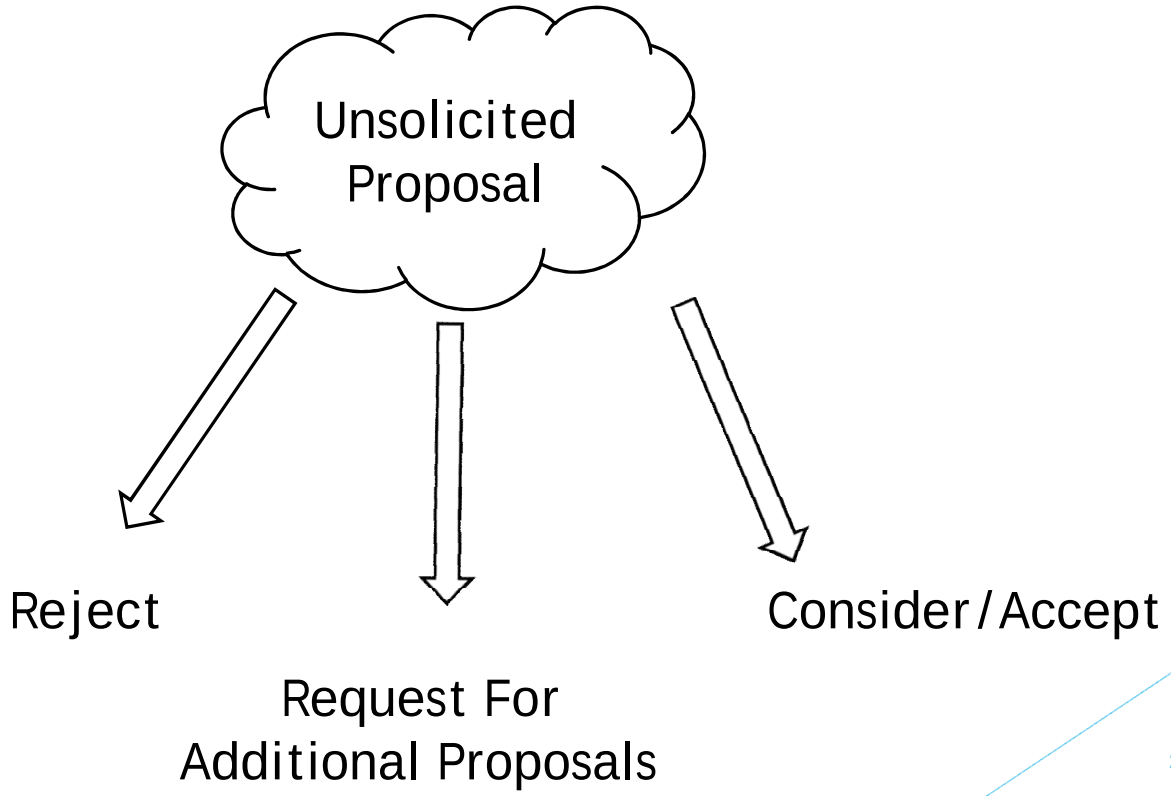
FINAL VOTE AT ADOPTION:

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

Page 2 of 2

Village Council Options

Fla. Stat. 255.065



Additional Proposals Process

- Publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that we have received an unsolicited proposal and will accept other proposals for the same project
- The post will run for 21 days
- A copy of the notice must be mailed to each local government in the affected area: Village of Pinecrest, Town of Cutler Bay, Miami Dade County, and City of Coral Gables
- The Village will create an evaluation committee to review and rank all proposals received.
- The Procurement Specialist will submit the recommendation to the Village Manager
- The Village will hold a duly noticed public meeting at which the successful proposal, as recommended by the evaluation committee, is presented and affected public entities and members of the public are able to provide comment.

Steps to Consider Diadem Proposal

- Public Notice Requirements
- Two Public Meetings to determine if project is in public interest
- Council Consideration of following factors:
  - The Benefits to the Public
  - The financial structure of and the economic efficiencies achieved by the proposal
  - The qualifications and experience of the private entity that submitted the proposal
    and such entity's ability to perform the project
  - The project's compatibility with regional infrastructure plans
  - Public comments submitted at the meeting

Steps to Accept Diadem Proposal

- Public Notice in Florida Administrative Register that includes:
  - The public interest determination
  - The factors considered in making such public interest determination
  - The responsible public entity's findings based on each considered factor
- A Village Resolution formally accepting the proposal
  - Direction to Manager to prepare an appropriate contract with Diadem Sports, LLC
- A modification to the existing contract with Waypoint for the Pickleball Facility

Other Recreational Use Possibilities

Futsal



Badminton





Martial Arts



Volleyball



Basketball





Paddleball



Table Tennis



Exercise/Fitness Classes



Wrestling



Gymnastics



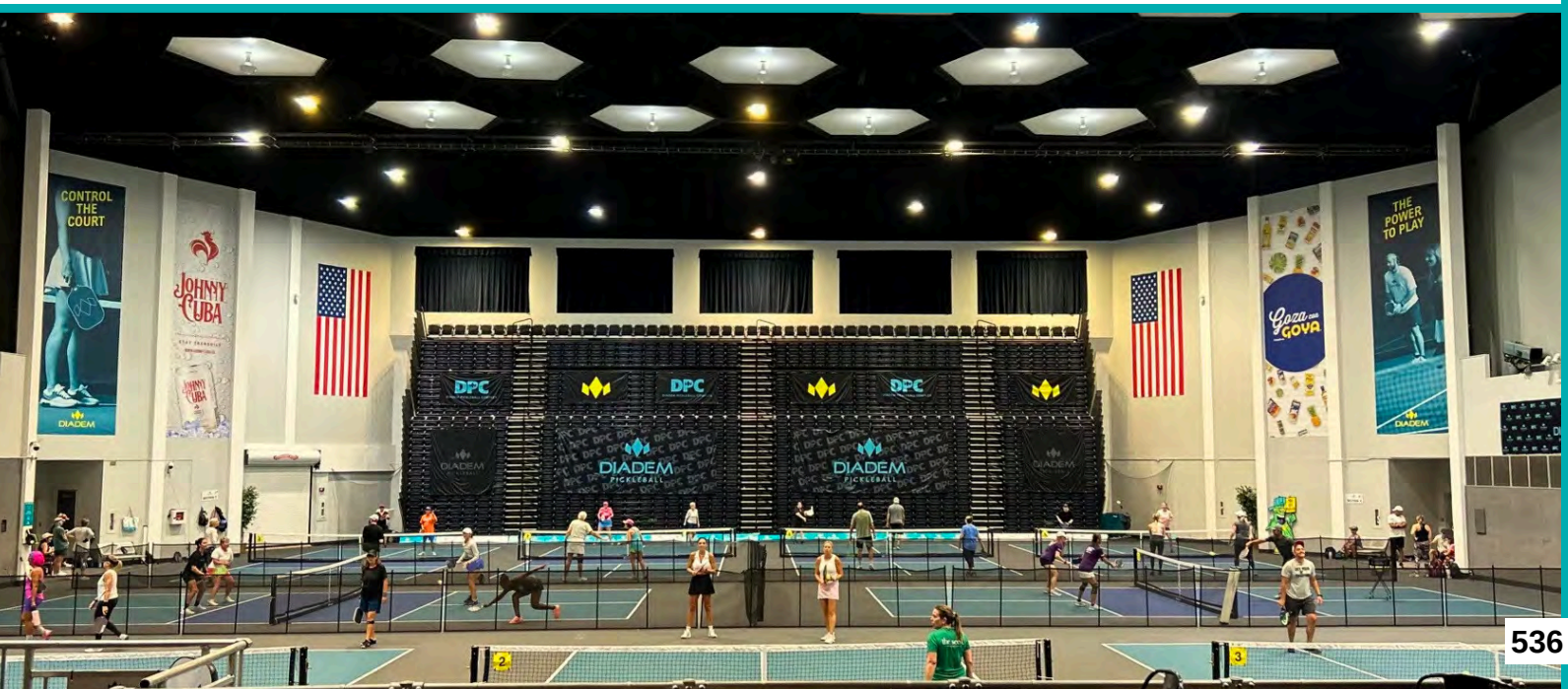


DIADEM™

UNSOLICITED PROPOSAL

PRESENTED TO

THE VILLAGE OF PALMETTO BAY



Docusign Envelope ID: E49C9D7A-80A6-40A5-B17B-B983842C17E5

March 26, 2025

Ms. Fanny Carmona
Director of Parks and Recreation
Village of Palmetto Bay
9705 Hibiscus St
Palmetto Bay, FL 33157

Re: Unsolicited Offer for PickleBall in The Village of Palmetto Bay

Dear Ms. Carmona;

On behalf of Diadem Sports, please allow this letter to serve as an unsolicited offer to partner with The Village of Palmetto Bay on the PickleBall Complex being built at Palmetto Bay Park. I believe The Village is planning on building several outdoor courts and I wanted to introduce the concept of turning the outdoor courts into indoor courts while contributing a revenue stream as well. The attached proposal is submitted pursuant to Section 255.065 of the Florida Statutes which provides for unsolicited proposals for qualifying projects. We believe the PickleBall Complex is a qualifying project.

The Project

I understand The Village has already committed funding for the construction of 8 outdoor courts with a pro shop/restrooms and separate covered area. Our proposal is to bring additional funding to the table to cover the courts in exchange for a form of management agreement between the parties. The agreement would be for a term to be determined with The Village receiving lease payments, sharing in revenue or some combination. We have done this successfully with other municipalities and schools of higher learning and thought this might be something The Village may have an interest in. The facility specifications would be as follows:

25,000 sq ft (it would encompass the existing site proposed for the outdoor courts)
24’ Clear Height
9 Courts
Retail Component
Food and Beverage Component

Docusign Envelope ID: E49C9D7A-80A6-40A5-B17B-B983842C17E5

Designed to accommodate special events such as the State of The Village, Concerts, Weddings, etc.

We have attached a power point presentation with Exhibits which further details the project

The Location

The existing location identified for the 8 outdoor pickleball courts on approximately 1 acre of land due west of Palmetto Bay Park

The Game

The Village recognized the growth of PickleBall and the importance to its residents. The Village took the initiative to convert existing basketball courts at Palmetto Bay Park into PickleBall as well as obtain a proposal to build additional Pickle Ball Courts at Coral Reef Park. This proposal would further expand the game of Pickle Ball to the residents of The Village

The Partnership

We are proposing two (2) different options for The Village to consider. As stated above in “The Project,” the facility would be state of the art and the first of its kind in Miami-Dade County. Our proposed options are as follows:

Option 1 – The Village as the Operator/Licensee

- Total Cost to The Village ($3,300,000—additional cost of $1,600,000 above original project cost)
- $50,000 License Fee
- Diadem to operate and manage the facility @ 10%/month of gross revenue
- Approx. $800,000 of net income starting in Year 3 (avg for the term)
- 20 year term
- 2-5 year options
- Discounts for Village Residents

Option 2 - Diadem as a Tenant

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- Total Cost to The Village ($2,800,000---additional cost of $1,600,000 above budget. Diadem to contribute $500,000 towards construction
- No License fee
- Diadem to pay $200,000 per annum in rent
- 20 year term
- 2-5 year options increasing 10% for each option period
- Discounts for Village Residents

Unsolicited Proposal Under the Public/Private Partnership Section of the Florida Statutes

- The Village of Palmetto Bay is a responsible public entity and is authorized to receive and operate and/or develop a qualifying project
- The Village must determine:
  - Is it in the publics best interest
  - Is the facility owned by The Village
  - Will safeguards be put in place to ensure that additional costs, service disruptions are not imposed on the public
  - Will the project be able to add capacity if needed
  - Will the project be owned by The Village at the end of the agreement period

In conclusion, we believe that this proposal serves the greater good of The Residents of The Village of Palmetto Bay and respectfully ask for your consideration. If you are interested and would like to discuss further, we are available at your convenience to do so.

Thank You

DocuSigned by:
Rene Prats
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Rene Prats
Head of Development
Diadem Sports

DocuSigned by:
Larry Gautier
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Larry Gautier
SVP
NAI Miami



DIADEM™

THE CASE FOR PICKLEBALL

DIADEM™

Palmetto Bay is one of America's favorite urban centers to live, work, and play.

In that spirit, Diadem Sports proposes to build the premier place to play pickleball and be the go to destination for the sport.



PUBLIC NEED

- Existing court count is insufficient for the demand
  - Diadem to provide 9 indoor courts with concessions area
- Long wait times to play
- Limited courts discourage new players
- Experienced players are leaving the city to play
- Game duration and social nature requires large density of courts in one location
- Pickleball community would like more courts



PUBLIC & PRIVATE SOLUTIONS

BUILT BY LOCALS FOR LOCALS

Palmetto Bay is one of America's favorite small cities and urban centers to live, work, and play. With Palmetto Bay's pickleball initiative, we will build, fund, support, and run a recreational facility that will focus on Palmetto Bay Park's enhancements and programs for local youth, special needs, and seniors.

Every structure, every court built, and every program implemented is for our local community.

After all, we live here too.



PALMETTO BAY PARK







AERIAL VIEW


Venture X Palmetto Bay
SW 176th Terrace
Palmetto Bay Park
Golden Rule Seafood
Nicklaus Children's Palmetto Bay...
E Fern St
Goodwill - Palmetto Bay
SW 97th Ave
SW 177th St
SW 94th Ave
Cuava St
Dollar Tree
E Cuava St
Hibiscus St
Bright Adventures Academy
Google Earth
Imagery Date: 12/18/2022 25°36'19.21" N 80°20'48.80" W elev 0 ft eye alt 2071 ft

RENDERING



PROGRAMS

YOUTH DEVELOPMENT

- After school & summer programs
- In-school activities
- Community service hours

SENIOR ACTIVITIES

- Mental and physical wellness programs
- Non-sport activities on site
- Volunteer programs

SPECIAL NEEDS & PHYSICAL DISABILITIES

- Pickleball & Palmetto Bay Park activities
- Mental and physical wellness programs
- International destination for tournaments & events



STRATEGIC PLAN



INFRASTRUCTURE

- Build a sustainable and resilient community
  - Objective: Grow and enhance "community togetherness"

PUBLIC PLACES

- Build a healthy and engaging community
  - Objective: Offer a diverse range of recreational and educational programming

NEIGHBORHOOD ENHANCEMENT

- Build a thriving and inclusive community of neighborhoods
  - Objective: Create a continuum of education services and support

BUSINESS DEVELOPMENT

- Build an attractive local economic community marketplace



DIADEM™

LETTERS OF RECOMMENDATION

FRATARCANGELI
WEALTH MANAGEMENT

March 14, 2025

The Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

To whom it may concern:

I am writing to offer my highest recommendation for Jeff Roschman. I have had the privilege of knowing Jeff and his family for over 10 years and have had the pleasure of serving as their financial advisor during that time. Throughout our relationship, I have witnessed Jeff's dedication, integrity, and keen business acumen, all of which make him stand out as an exceptional individual and a highly capable entrepreneur.

My company, Fratarcangeli Wealth Management, specializes in providing financial services to high and ultra-high-net-worth families, and Jeff certainly falls into this category. He is a person of remarkable character and intelligence, and he has consistently demonstrated a deep understanding of both personal and professional financial matters.

I am particularly excited to endorse Jeff's current business endeavors, specifically his involvement in the pickleball project in Palmetto Bay. His ability to navigate challenges and make thoughtful decisions has been evident throughout our time working together. Having seen his commitment to excellence and his strong strategic vision, I have no doubt that his efforts will result in a successful and impactful venture. Jeff is a proven leader with a clear understanding of the market and a strong ability to achieve his business goals.

Without hesitation, I fully support Jeff Roschman's business efforts and recommend him without reservation.

Please feel free to reach out if you have any questions or would like to discuss Jeff's qualifications further.

Sincerely,

Jeffrey Fratarcangeli, Managing Principal
Fratarcangeli Wealth Management
www.FratarcangeliWealth.com

Gloria Fernandez
gfernandezhollywood@ymail.com
954.295.9120

March 28, 2025

Ms. Fanny Carmona
Director of Parks and Recreation
Village of Palmetto Bay
9705 Hibiscus St
Palmetto Bay, FL 33157

Dear Ms Carmona:

It is my understanding that you may currently be considering Diadem Sports for a sports project in the Village of Palmetto Bay. I am writing to let you know that during my prior tenure as Chair of the Board of Trustees for Broward College, the College partnered with Diadem Sports to transform the Omni Auditorium on its North Campus in Coconut Creek into a state-of-the-art pickleball facility.

As noted in the press release link (https://news.broward.edu/2023/06/pickleball-partnership.html), this facility opened to the public in the summer of 2023, serving Broward County students, employees and members of the community. Diadem Sports transformed an underutilized space into an attractive sports venue, creating a revenue stream for the institution. They professionally manage the Diadem Pickleball Complex and provide a unique on-site experience for the student body.

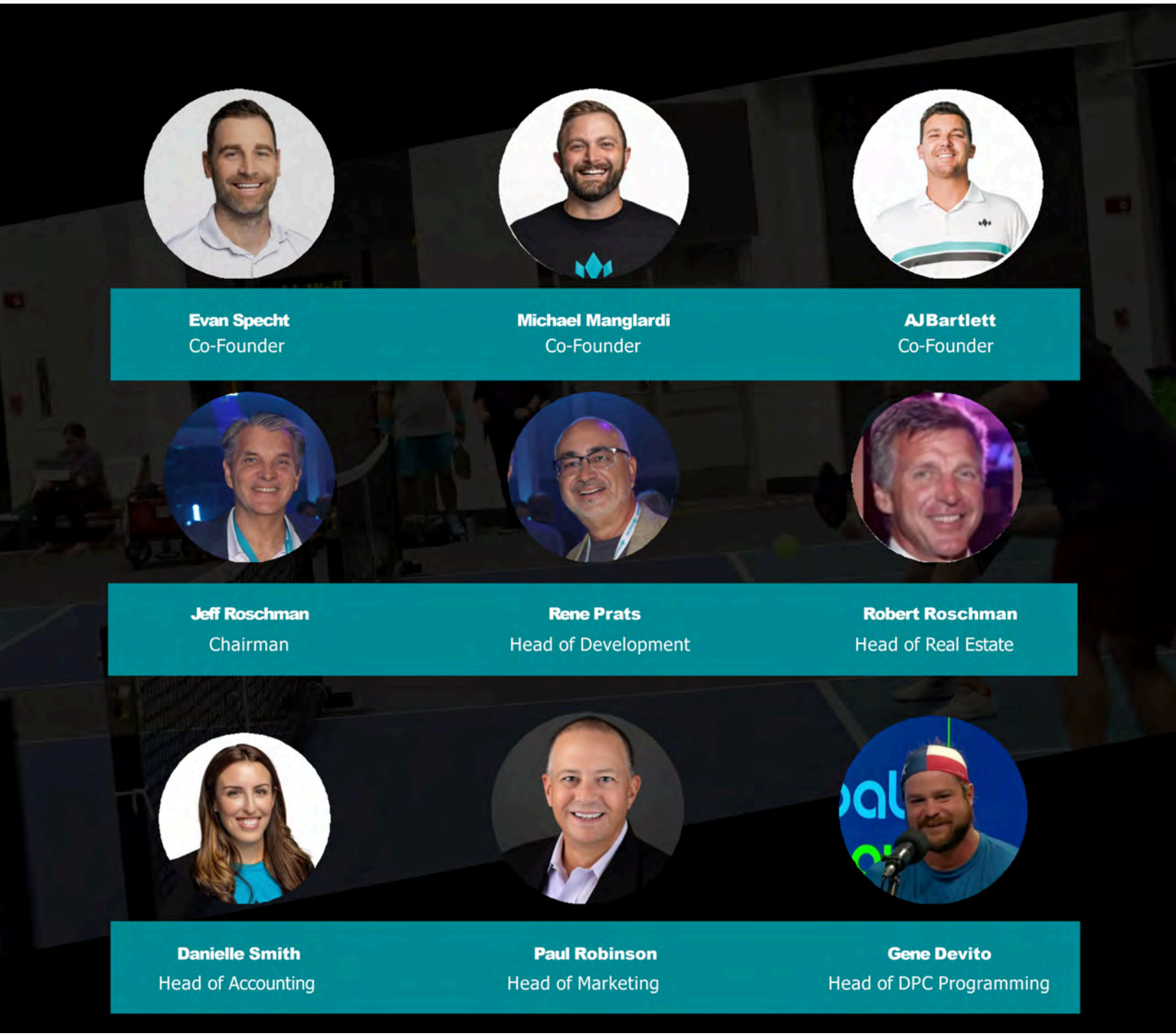
During my time on the Board of Trustees, it was a pleasure seeing the project with Diadem Sports come to fruition. I am available should you have any questions or need additional information.

Sincerely,

Gloria Fernandez
Former Chair and Board of Trustees Member
Broward College

Copy: Larry Gautier, NAI Miami/Fort Lauderdale

MEET OUR TEAM





DIADEM™

OPTIONS

Diadem - Palmetto Bay- Option 1

Village as Licensee

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	$2,178,156	2,304,000	2,518,200	2,816,816	2,968,110
Cost of Goods Sold	$198,000	195,446	205,218	215,479	226,253
Net Revenue	$1,980,156	2,108,554	2,312,982	2,601,337	2,741,857
Expenses	$1,430,291	1,505,193	1,590,353	1,674,370	1,757,414
NOI	$549,865	603,361	722,629	926,967	984,443

Diadem - Village of Palmetto Bay - Option 1

Project Costs

Total Project Cost	$3,300,000
Initial License Fee	$50,000
Total Cost to Village	$3,350,000

Diadem - Palmetto Bay - Option 2

Diadem as Tenant

- Diadem contribution of $500k towards build-out
- No License Fee
- Term-20 years
- Diadem pays $200k rent annually
- Increases 10% every 5 years
- Two (2 Five (5) year options. Each option increases 10% for each option period

    - Diadem Capital Expenditure $(500,000)
    - Total Project Cost $3,300,000
    - Total Cost to Village $2,800,000

THANK YOU

RENE PRATS
HEAD OF DEVELOPMENT
DIADEM SPORTS

LARRY GAUTIER
SENIOR VICE PRESIDENT
NAI MIAMI | FORT LAUDERDALE

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING THE RECENTLY IMPLEMENTED MONTHLY CAR ALLOWANCE FOR COUNCILMEMBERS; ESTABLISHING TRANSPARENT PROCESSES FOR CONSIDERING FUTURE ELECTED OFFICIAL BENEFITS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice-Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Rescind Car Allowance

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING THE RECENTLY IMPLEMENTED MONTHLY CAR ALLOWANCE FOR COUNCILMEMBERS; ESTABLISHING TRANSPARENT PROCESSES FOR CONSIDERING FUTURE ELECTED OFFICIAL BENEFITS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice-Mayor Mark Merwitzer)*

WHEREAS, the Village Council has learned that a Four Hundred ($400.00) dollar monthly car allowance for Councilmembers was implemented without specific Council deliberation or approval; and

WHEREAS, this car allowance represents a significant annual expenditure of approximately Twenty-Four Thousand ($24,000.00) dollars in taxpayer funds across all eligible officials; and

WHEREAS, elected officials bear a special responsibility to demonstrate fiscal restraint, particularly regarding benefits that directly accrue to themselves rather than to the Village residents they serve; and

WHEREAS, the primary obligation of Councilmembers under the Village Charter is attendance at regularly scheduled meetings, with the existing compensation structure established to fairly compensate for this core responsibility; and

WHEREAS, the implementation of the car allowance bypassed the transparent public process that should accompany any enhancement to elected official compensation or benefits; and

WHEREAS, many Village residents face significant economic challenges in the current economy, making it particularly inappropriate for elected officials to receive increased benefits without rigorous public scrutiny and formal Council action; and

WHEREAS, public service in local government is fundamentally a civic responsibility that should not be approached with an expectation of continually increasing personal financial benefits; and

WHEREAS, the Village Council wishes to establish clear processes for any future consideration of compensation or benefits adjustments that prioritize transparency and public input.

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 directs the Village Manager to immediately terminate the four hundred ($400.00) dollar monthly car allowance for Councilmembers and discontinue all payments beginning with the next pay period.

Section 3. The Village Council affirms that any future proposal to modify, increase, or add to the compensation or benefits received by elected officials must:

(a) Be presented as a standalone agenda item at a regular Council meeting;

(b) Include a comprehensive financial impact statement detailing the full annual cost to Village taxpayers;

(c) Include reasonable justification demonstrating how the proposed change serves the public interest rather than the personal interests of officeholders;

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

PASSED and **ADOPTED** this 7th day of April, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 7, 2025

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PURCHASE OF CERTAIN SURPLUS LANDS FROM MIAMI-DADE COUNTY, GRANTING THE VILLAGE MANGER AUTHORITY TO EXPEND FUNDS TO COVER THE COSTS ASSOCIATED WITH ACQUISITION OF SAID PROPERTIES, AND DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EFFECT THE SAME, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Tanglewood Park_SC
Memo-Tanglewood Park
Exhibit A_Reso 185-25
Exhibit B_Reso 2025-05

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PURCHASE OF CERTAIN SURPLUS LANDS FROM MIAMI-DADE COUNTY, GRANTING THE VILLAGE MANGER AUTHORITY TO EXPEND FUNDS TO COVER THE COSTS ASSOCIATED WITH ACQUISITION OF SAID PROPERTIES, AND DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EFFECT THE SAME, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

WHEREAS, on March 20, 2024, the Village Council adopted, the Village Council adopted Resolution 2024-16 authorizing the expenditure of $14,000 for acquiring surplus property bearing folio number 33-5023-009-0120; and

WHEREAS, on March 20, 2024, at a special Council meeting, the Village Council adopted Item 3.A., initiating an information campaign regarding said property; and

WHEREAS, the Village has expressed interest in additional surplus properties bearing folio numbers 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080 for the proposed Tanglewood Linear Park; and

WHEREAS, on February 19, 2025, the Miami-Dade County Commission adopted Resolution No. R-185-25, which limits the sale and use of surplus County properties, and which gives the municipality in which said surplus property is located a right of first refusal to purchase or otherwise acquire said properties; and

WHEREAS, the Village is still desirous of acquiring the properties surplus property bearing folio numbers 33-5023-009-0120, 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080 (hereinafter "the Tanglewood Folios"), which are all located within the boundaries of the Village of Palmetto Bay, for the creation of the proposed Tanglewood Linear Park; and

WHEREAS, on January 13, 2025, prior to the County Commission's adoption of Resolution No. R-185-25, the Village Council

adopted Resolution 2025-05, directing the Village Manager, on behalf of the Village, to disavow interest in the Tanglewood Folios; and

WHEREAS, the County's adoption of Resolution No. R-185-25 and the restrictions on the use and development of the land makes the property ideal for a passive linear park as originally envisioned by the Village; and

WHEREAS, the County's adoption of Resolution No. R-185-25 means that the County will have to offer the Tanglewood Folios to the Village for purchase or lease prior to making them available to any private individuals; and

WHEREAS, the Village wishes to give direction to the Village Manager and the Village Attorney to seek acquisition of the Tanglewood Folios and to make appropriate assurances of payment for their purchase, as well as other related expenses, including payment of sums totaling up to and including $50,000.00 (Fifty Thousand Dollars and Zero Cents).

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 Resolution No. 2025-05, which was adopted by the Village Council on January 13, 2025, is hereby repealed and shall be considered null and void and that the sum of $14,000.00 (Fourteen Thousand Dollars) earmarked for the purchase of the property as set forth in Resolution No. 2024-16 is hereby reinstated.

Section 3. That the Village Council hereby directs the Village Manager and the Village Attorney to take whatever steps are necessary to acquire the Tanglewood Folios, including drawing upon the funds described in Paragraph 2 hereof, together with an additional $50,000 (Fifty Thousand Dollars) of unencumbered funds from the Village's General Fund Balance to pay for the purchase of the Tanglewood Folios for a total of $64,000 (Sixty Four Thousand Dollars) and, if necessary, placing said funds in escrow with an escrow agent mutually satisfactory

to Miam-Dade County and the Village, or to pay said funds as a deposit directly to Miami-Dade County.

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

PASSED and **ADOPTED** this 7th day of April, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Karyn Cunningham _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

To: Honorable Mayor and Village Council

Date: April 3, 2025

From: Steve Cody, Council member, District 2 Property

Re: Acquisition of County Surplus

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PURCHASE OF CERTAIN SURPLUS LANDS FROM MIAMI-DADE COUNTY, GRANTING THE VILLAGE MANGER AUTHORITY TO EXPEND FUNDS TO COVER THE COSTS ASSOCIATED WITH ACQUISITION OF SAID PROPERTIES, AND DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO EFFECT THE SAME, AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Council Member Steve Cody)

BACKGROUND AND ANALYSIS:

On February 5, 2018, the Village Council adopted Resolution 2018-18, which set the acquisition of a parcel of property located to the east of Southwest 77th Avenue and south of SW 140th Street from the County for the creation of a passive neighborhood pocket park. The Folio Number for the property is 33-5023-009-0120. (Hereinafter referred to as "the Property") The Village Council never withdrew or repealed Resolution 2018-18.

On July 28, 2022, Kassandra Padron, a resident of the Village of Palmetto Bay submitted a written application to the County to inquire about purchasing that same County-owned.

On December 28, 2022, letters were sent separately from Mark Burns of Miami-Dade County to Karyn Cunningham and Nick Marano giving notice of the application by Padron to buy the property and asking if Village

wanted it. Mr. Burns' letter specifically stated: "Please consider this letter as intent on behalf of Miami-Dade County's Internal Services Department (ISD), to make the Village aware of the possible sale of County-owned property. In the event the Village is interested in the parcel, please contact us within ten (10) days of receipt of this letter."

On December 30, 2022, Village Manager Marano sent a letter to Burns saying the Village was interested in the Property.

Thereafter, on January 9, 2023, the Village Council unanimously adopted Resolution 2023-01 stating that the Village was interested in acquiring the Property.

On February 26, 2023, Village Manager Marano sent a letter to County Mayor Daniella Levine Cava and Danielle Cohen Higgins as the Village's formal application to purchase the Property.

In August 2022, the Village had begun the process of updating its Parks Master Plan. On September 11, 2023, the Village adopted the Parks Master plan in final form. The Master Plan discussed pocket parks in detail stating first:

> [N]orth of Coral Reef Park, the neighbors cannot access a park within a 10-minute walk…. Including Small Neighborhood Parks/Pocket Parks will help meet the parks and recreation needs of this sector of the Village.
>
> Since 2017 the Village of Palmetto Bay Elected Officials has been pro-actively discussing and promoting the creation of Small Neighborhood Parks or Pocket Parks to meet the Village resident's needs for parks within easy access to most of the Village residential sectors.

Parks Master Plan at 50. The Master Plan also identified the Property, saying:

Potential Small Neighborhood/Pocket Parks Site Identification

Summary Description

The Village of Palmetto Bay is a fully built, predominantly residential community, making the inclusion of Small Neighborhood Parks/Pocket Parks viable only through obtaining access to lands under existing aerial easements, publicly owned sites, or privately owned properties.

As mentioned in Chapter 4, Section 4.4 Level of Service Analysis, the Village Comprehensive Plan's Recreation and Open Space Element Policy 7.42 establishes that "The Village shall prepare on an annual basis a vacant property inventory to identify potential properties for future parks and/or linear open spaces." The design team thoroughly analyzed all such potential sites within the Village and presented them to the Village community in the September 30th Parks and Open Space Master Plan Townhall Meeting.

Publicly Owned Sites

There are two types of publicly owned sites that the Village may potentially be able to access for the design and construction of the Small Neighborhood/ Pocket Parks. Some Miami-Dade County-owned sites are unused and could be acquired to construct Pocket Parks.

The Power Line Easements sites carry high-tension electrical cables. The land under these easements belongs to Florida Power and Light (FPL) or Miami-Dade County. Requesting and an agreement on the use by the Village of these sites from both FPL and

Miami-Dade County will be the first determining factor in the availability of these sites.

There are strict limitations to what can be constructed under the high-tension easement lands. With the acceptance of the landowner and FPL, non-vertical construction could be carried out, and selective tree landscape treatment could be provided. All improvements will need to be approved by Florida Power and Light.

While there may be other sites for constructing Pocket Parks over time, **two sites are considered in the Master Plan to include a Small Neighborhood Park/Pocket Park**. These sites are publicly owned sites.

- Miami-Dade County Water and Sewer Department-owned site at SW 89th Avenue between SW 159th Street and SW 160th Street. This publicly owned site is ideal for constructing a park to serve the immediate neighborhood. As shown in (Figure 14), with a land area of approximately 2 acres, the site's corner at location makes it an ideal park site. This site is identified in the Village's Comprehensive Plan Recreation and Open Space (ROS) Element as a site to be part of the Village's Park system and continued negotiations with Miami-Dade Water and Sewer Department, the property owner.



Figure 14 — Pocket Park Concept at WASD Site
SW 140th Street/Palmetto Road

- **The FPL easement (Figure 15) is located at Palmetto Road and SW 140th Street, where Miami-Dade County owns the land. This site is also in an ideal location to serve the surrounding community. During the Master Plan process, the Village applied to Miami-Dade County to obtain this site for a Small Neighborhood/Pocket Park.**



Figure 15 — Pocket Park Concept at FPL Eastemen [sic] Site
Miami-Dade County Water and Sewer Department-owned site

Parks Master Plan at 51-52 (emphasis supplied.) Thus, the Village's interest in acquiring the Property has been longstanding.

On March 20, 2024, the Village Council adopted Resolution 2024-16 approving spending up to $14,000 to acquire the Property as well as three other Folio Numbers: 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080. (The Property and the three additional Folios are hereinafter referred to as the Four Folio Properties.)

On January 13, 2025, the Village Council adopted Resolution 2025-05. Resolution 2025-05 repealed Resolution 2024-16 and gave direction to the Village Manager to cease all efforts to obtain certain lands in Palmetto Bay that the County had designated as surplus. (A copy of Resolution 2025-05 is attached to this Memorandum.) However, this Resolution did not repeal Resolutions 2018-08 or 2023-01, which remain in full force and effect, nor did Resolution 2025-05 repeal the Parks Master Plan in whole or in part.

However, on February 19, 2025, the Miami-Dade County Commission adopted Resolution No. R-185-25 (the "County Resolution"), a copy of which is appended to this Memorandum. The County Resolution set forth a uniform policy for the County to follow in the disposal of surplus County properties that have a utility easement running across them. Sections 2 and 3 of the County Resolution specifically provide:

> **Section 2.** This Board directs the County Mayor or County Mayor's designee to **prioritize**, in accordance with Section 3 below, **the disposition of Easement Properties to other local governments** before conveying or leasing such properties to private third-party entities, provided that such prioritization is in accordance with applicable law and is otherwise consistent with County requirements.
>
> **Section 3.** This Board directs the County Mayor or County Mayor's designee, prior to the sale or lease of Easement Properties to private third-party entities, and after applicable property circulation, **to**

> **first offer such properties for sale or lease to the municipality in which the Easement Property lies**, provided that such disposition is in accordance with applicable law and other County requirements, unless a substantially compelling reason exists not to do so. This Board further directs the County Mayor or County Mayor's designee **to include language in all deeds, leases, or other instruments conveying or leasing Easement Properties** to private third parties or municipalities, **prohibiting** all improvements and uses on such properties that could potentially interfere with the operation of the utilities facilities, such as **the placement of temporary or permanent buildings or structures, barns, sheds, pools, enclosed patios, or fences** within areas encumbered by such easements, as applicable.

(Emphasis supplied.)

Pursuant to the County Resolution, any purchaser of such properties, whether municipal or private, will be prohibited from making any improvements to the properties, including erecting fences or other structures.

Ms. Padron has expressed the intent to subdivide the property with the neighbors whose lots abut the Property. Furthermore, Ms. Padron and her neighbors have expressed an intent to expand their lots into the property.

Under the County Resolution, the Padron group will not be able to do anything with the property.

FISCAL/BUDGETARY IMPACT:

The resolution authorizes the Village Manager to expend up to $64,000 to acquire the Four Folio Properties.

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(5)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	February 19, 2025
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution directing the County Mayor to: (1) prioritize conveyances and leases of County property significantly burdened with utilities easements (over 75 percent of the square footage) to another local government; and (2) to first offer such properties for sale or lease to the municipality in which such property lies prior to disposition to private third parties; and (3) to include language in the instrument conveying or leasing such encumbered properties prohibiting uses or improvements that potentially interfere with the utilities easements or utilities thereon

Resolution No. R-185-25

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.

Geri Bonzon-Keenan
County Attorney

GBK/uw

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 19, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
2-19-25

RESOLUTION NO. R-185-25

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) PRIORITIZE CONVEYANCES AND LEASES OF COUNTY PROPERTY SIGNIFICANTLY BURDENED WITH UTILITIES EASEMENTS (OVER 75 PERCENT OF THE SQUARE FOOTAGE) TO ANOTHER LOCAL GOVERNMENT; AND (2) TO FIRST OFFER SUCH PROPERTIES FOR SALE OR LEASE TO THE MUNICIPALITY IN WHICH SUCH PROPERTY LIES PRIOR TO DISPOSITION TO PRIVATE THIRD PARTIES; AND (3) TO INCLUDE LANGUAGE IN THE INSTRUMENT CONVEYING OR LEASING SUCH ENCUMBERED PROPERTIES PROHIBITING USES OR IMPROVEMENTS THAT POTENTIALLY INTERFERE WITH THE UTILITIES EASEMENTS OR UTILITIES THEREON

WHEREAS, the efficient and consistent provision of utilities to the general public of Miami-Dade County is of utmost importance; and

WHEREAS, this Board takes an active interest in the safe, consistent and efficient provision and maintenance of utility services within the County; and

WHEREAS, numerous County-owned properties are substantially encumbered by utilities easements and utilities that are integral in maintaining critical utilities infrastructure to provide services to the residents and visitors of Miami-Dade County; and

WHEREAS, to ensure that utilities facilities on County property are safely and successfully maintained, it is critical for the County to maintain public ownership, control, oversight and maintenance of properties significantly burdened with utilities easements and facilities, defined as properties that have at least 75 percent of their square footage encumbered by utilities easements ("Easement Properties"); and

WHEREAS, prior to the sale or lease of County-owned property, pursuant to Implementing Order 8-4, the County Mayor or County Mayor's designee circulates the property to all County departments to determine whether there is a planned or anticipated need for the property, or if it can be declared surplus ("property circulation") and therefore disposed of by sale or lease; and

WHEREAS, this Board desires to limit future uses and improvements on Easement Properties, and to restrict, upon disposition, improvements and uses within the utilities easements on such properties that potentially interfere with the operation of such utilities facilities, such as the placement of temporary or permanent buildings and structures, barns, sheds, pools, enclosed patios, or fences; and

WHEREAS, in light of the importance of maintaining the safety and integrity of existing utilities infrastructure on Easement Properties, the preservation of such infrastructure should be prioritized, and accordingly, Easement Properties should not be sold or leased to private third-party entities unless: (1) they are first offered for sale or lease to the municipality in which the property lies; and (2) the deed, lease, or other instrument disposing of the Easement Property prohibits the construction of uses or improvements that potentially interfere with the operation of the existing or future infrastructure within the utilities easements,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that

Section 1. This Board hereby incorporates and approves the foregoing recitals as if fully set forth herein.

Section 2. This Board directs the County Mayor or County Mayor's designee to prioritize, in accordance with Section 3 below, the disposition of Easement Properties to other local governments before conveying or leasing such properties to private third-party entities, provided that such prioritization is in accordance with applicable law and is otherwise consistent with County requirements.

Section 3. This Board directs the County Mayor or County Mayor's designee, prior to the sale or lease of Easement Properties to private third-party entities, and after applicable property circulation, to first offer such properties for sale or lease to the municipality in which the Easement Property lies, provided that such disposition is in accordance with applicable law and other County requirements, unless a substantially compelling reason exists not to do so. This Board further directs the County Mayor or County Mayor's designee to include language in all deeds, leases, or other instruments conveying or leasing Easement Properties to private third parties or municipalities, prohibiting all improvements and uses on such properties that could potentially interfere with the operation of the utilities facilities, such as the placement of temporary or permanent buildings or structures, barns, sheds, pools, enclosed patios, or fences within areas encumbered by such easements, as applicable.

Section 4. This Board directs the County Mayor or County Mayor's designee to make all conforming changes to Implementing Order 8-4 to comply with the directives in this resolution.

Section 5. The provisions set forth herein shall not apply to any properties that already have been circulated pursuant to Implementing Order 8-4 in connection with a proposed disposition, sale, or lease.

The Prime Sponsor of the foregoing resolution is Commissioner Raquel A. Regalado. It was offered by Commissioner **Kionne L. McGhee**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	**aye**		
Kionne L. McGhee, Vice Chairman	**aye**		
Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Oliver G. Gilbert, III	**aye**	Roberto J. Gonzalez	**aye**
Keon Hardemon	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of February, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

Docusign Envelope ID: 29B5D82B-15B4-46E6-BCB5-BEA4C721DBF2

RESOLUTION NO. 2025-05

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

WHEREAS, on February 5, 2024, the Village Council adopted Item 14K authorizing the expenditure of $14,000 for acquiring surplus property bearing folio number 33-5023-009-0120; and

WHEREAS, on March 20, 2024, at an emergency special council meeting, the Village Council adopted Item 3A, initiating an information campaign regarding said property; and

WHEREAS, the Village has expressed interest in additional surplus properties bearing folio numbers 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080 for the proposed Tanglewood Linear Park; and

WHEREAS, in 2018, Miami-Dade County approved the sale of a similar FPL easement parcel to adjacent homeowners, establishing a precedent for such transactions; and

WHEREAS, the Village Council recognizes and respects the property rights of adjacent landowners; and

WHEREAS, the proposed park location presents significant practical challenges, being situated under FPL power lines, which restrict shade-providing landscaping and limit recreational amenities; and

WHEREAS, the site serves as a critical FPL staging area during hurricane response operations, potentially compromising public safety and emergency preparedness if converted to a park; and

WHEREAS, adjacent residents have expressed strong opposition through a formal petition; and

Docusign Envelope ID: 29B5D82B-15B4-46E6-BCB5-BEA4C721DBF2

WHEREAS, alternative locations exist within the Village that do not face similar constraints or conflicts with existing operational uses; and

WHEREAS, the Village Council finds it in the best interest of the Village and its residents to withdraw its applications for these properties.

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

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

Section 2. The following Council actions are hereby rescinded:

(a) Item 14K, adopted February 5, 2024; and
(b) Item 3A, adopted March 20, 2024.

Section 3. The Village Manager is directed to:

(a) Immediately withdraw all Village applications, expressions of interest, and communications regarding the acquisition of the referenced Miami-Dade County surplus properties bearing folio numbers 33-5023-009-0120, 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080;

(b) Take all necessary and appropriate actions to terminate, in accordance with their respective terms and conditions, any contracts, agreements, or arrangements for lobbying services related to these properties;

(c) Terminate in an orderly manner all discretionary expenditures, activities, and communications related to these acquisitions, except those necessary for compliance with this Resolution or required by law;

(d) Provide an initial status report at the March 3rd, 2025, regular council meeting regarding compliance with this Resolution, and if all actions have not been completed by that date, provide a detailed written report identifying any pending items and the plan for their resolution.

Docusign Envelope ID: 29B5D82B-15B4-46E6-BCB5-BEA4C721DBF2

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

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

Attest:

Signed by:
Missy Arocha
Missy Arocha
Village Clerk

Signed by:
Karyn Cunningham
Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Signed by:
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

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

AGENDA ITEM NO. 14.I

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING TRANSPARENCY TO THE PUBLIC BY REQUIRING VILLAGE COUNCIL APPROVAL OF OUTSIDE COUNSEL THAT BUNDLES LEGAL SERVICES WITH LOBBYING SERVICES EXCEEDING $25,000; REQUIRING BILLING STATEMENTS ITEMIZING LEGAL SERVICES SEPARATELY FROM LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Lobbying & Legal Services
Exhibit A_JLL Contract 04-03-24
Exhibit B_Ref-3443
Exhibit C_Ref-3770
Exhibit D_Ref-3771
Exhibit E_Ref-3815

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, PROVIDING TRANSPARENCY TO THE PUBLIC BY REQUIRING VILLAGE COUNCIL APPROVAL OF OUTSIDE COUNSEL THAT BUNDLES LEGAL SERVICES WITH LOBBYING SERVICES EXCEEDING $25,000; REQUIRING BILLING STATEMENTS ITEMIZING LEGAL SERVICES SEPARATELY FROM LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, Resolution 2019-147 permits the Village Attorney to use outside counsel for legal work without specific approval from the Village Council if it does not exceed the litigation budget, or if applicable, litigation reserves; and,

WHEREAS, Resolution 2020-111 permits the Village Attorney to retain outside counsel for legal services without prior authorization of the Village Council; and,

WHEREAS, the Village Attorney retained without Village Council approval, as authorized by Resolution 2020-111, the Lott & Levine law firm for “legal services – acquisition of Tanglewood Park,” resulting in a Village payment of thirteen thousand two hundred three dollars ($13,203.00); and,

WHEREAS, the Village Code Section 2-175 – Procurement Process – allows the Village Manager to make small purchases not exceeding twenty-five thousand dollars ($25,000.00) without Village Council approval; and,

WHEREAS, on April 3, 2024, the Village Attorney retained the Jorge Luis Lopez Law Firm without Village Council approval to provide legal services bundled with lobbying services for “Government affair legal services” for Tanglewood Park, resulting in Village payments totaling one hundred eighty-seven thousand dollars ($187,000.00); and,

WHEREAS, the Jorge Luis Lopez Law Firm submitted billing

statements for lobbying and legal services labelled “government affair legal services,” which did not separately itemize work for legal services with dates, hours, and value of legal services as is standard billing practice under Florida Bar Rule 4-1.5; and,

WHEREAS, at the March 3, 2025, Village Council meeting, the Village Attorney stated that Jorge Luis Lopez Law Firm provided certain legal services, but that the “vast majority of his service was for lobbying purposes,” and “as far as the numbers go, I am not aware of how he is paid for each service;” and,

WHEREAS, the ability of the Village Attorney to retain outside counsel for legal services bundled with lobbying under the description of legal services circumvents the Village procurement process for lobbying services exceeding twenty-five thousand dollars ($25,000.00), which requires Council approval; and,

WHEREAS, to assist the public in distinguishing the cost of legal services from the cost of lobbying, outside counsel retained for legal services bundled with lobbying in excess of twenty-five thousand dollars ($25,000.00) shall be approved by Village Council, and its legal fees shall be separately itemized from lobbying costs in its billing statements using standard legal billing practices stating dates, hours, and value for legal work performed.

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

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

Section 2. The Village Council determines that it is in best interest of the public to ensure transparency in lobbying and legal services by requiring Village Council approval of outside counsel that bundles legal services with lobbying services exceeding twenty-five thousand dollars ($25,000.00).

Section 3. Outside counsel that is retained for legal services and lobbying in excess of twenty-five thousand dollars ($25,000.00) shall itemize its legal fees separately from lobbying fees in billing

statements, using standard legal billing practices specifying dates, hours, description of work performed, and dollar value.

PASSED and **ADOPTED** this 7th day of April, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

JORGE LUIS LOPEZ LAW FIRM | *Governmental Affairs Counselors*

April 1, 2024

PRIVILEGED & CONFIDENTIAL

Village of Palmetto Bay
% Mr. Nick Marano
Village Manager
9705 E. Hibiscus St.
Palmetto Bay, Florida, 33157

RE: Representation

This letter confirms that you have retained our Firm ("Firm" or "us/we") to represent **The Village of Palmetto Bay ("Palmetto Bay")** in connection with professional services, including but not limited to, legal representation, liaison and government affairs activities before Miami-Dade County. Specifically, we are being retained by the Palmetto Bay on the **Tanglewood Linear Park** project. A detailed Scope of Services is attached hereto as Exhibit "A".

The Firm is willing to represent Palmetto Bay in connection with the matters described above. It is understood that this is a specific engagement, and that the Firm is not being retained to render advice in any other areas.

The Firm agrees to represent Palmetto Bay and provide governmental relations services to Palmetto Bay with respect to the representation; to comply with any and all federal, state and local regulations regarding filing and/or registration requirements in order to represent Palmetto Bay; to keep Palmetto Bay reasonably informed concerning the status of and developments in the representation; to exercise its best independent professional efforts on Palmetto Bay's behalf, and advance Palmetto Bay's interest with respect to the representation; Palmetto Bay agrees to make full disclosure of all relevant facts to the Firm and to promptly review and render payment of satisfactory statements submitted by the Firm.

In consideration of the services described herein Palmetto Bay agrees to compensate the Firm as follows. Billings will be based on the services provided, plus costs paid on a monthly basis and it is estimated that the fee for these services will be $25,000 for the thirty-day engagement, payable $15,000 upon execution and $10,000 on April 22, 2024. Initial payment for mobilization and due diligence prior to execution of this agreement will be due upon execution of the engagement agreement.

The effective date of this agreement is March 22, 2024. This agreement may be extended by written agreement signed by both parties. If the scope of services is extended beyond proposed herein, Palmetto Bay and Firm shall negotiate in good faith a revised fee arrangement.

This agreement shall be governed under the laws of the State of Florida. This agreement contains the entire agreement and neither party is relying upon any oral representations made by the other party except as set forth in this agreement. It is understood that any controversy, dispute or claim arising out of or relating to the representation, including but not limited to the amount of fees due to us, or whether Palmetto Bay has failed to honor their respective obligations under this agreement, shall be submitted to and settled by arbitration in Miami, Florida, under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree to be bound by the results of such arbitration, and further agree that the prevailing party shall be entitled to all costs, including reasonable attorney's fees.

If the foregoing is acceptable as a basis for the Firm representing Palmetto Bay, please have the appropriate representative sign the enclosed copy of this letter in the place indicated below and return it to us together with the retainer indicated above. We sincerely appreciate the opportunity to be of service and certainly will do our best to assist you in your efforts.

Sincerely,

Jorge Luis Lopez, Esq.
Jorge Luis Lopez Law Firm LLC

AGREED AND ACCEPTED this 3RD day of April, 2024.

Palmetto Bay of Palmetto Bay

Mr. Nick Marano
Village Manager

EXHIBIT "A" Scope of Services

In order to accomplish this objective, we agree to engage in the following activities:

- Work closely with Palmetto Bay Team to develop multi-level strategy to secure successful approval(s) by "key" County decision-makers at all levels – administrative, political, etc.;

- Work closely with Palmetto Bay Team to establish a direct line of communication with County professional staff and political leadership for "real-time" intelligence on their positions and views regarding Palmetto Bay's project;

- Assist Palmetto Bay Team in developing and/or expanding relationships with key decision-makers (i.e., Mayor, Commissioners and Professional Staff) in aid of execution of Palmetto Bay project strategy;

- Coordinate with the Palmetto Bay Team member(s) to:

    - engage key County decision-makers in an effort to frame discussions and final decision (as permitted by law);
    - conduct research and develop strategies regarding both positive and negative issues related to Palmetto Bay's proposal (or to any opposition); and
    - continuously monitor activities of "key" County decision-makers regarding Palmetto Bay's proposal.

- Conduct frequent meetings/conference calls with the Palmetto Bay Team to discuss the status of these efforts and to further develop and update an action plan as we move forward.

LOTT & LEVINE

INVOICE

8950 SW 74 COURT, SUITE 1711
MIAMI, FL 33156

Invoice # 3443
Date: 01/30/2023
Due On: 02/14/2023

OK
1-30-23

VILLAGE OF PALMETTO BAY
JOHN DELLAGLORIA, VILLAGE ATTY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FL 33157

01076-VILLAGE OF PALMETTO BAY

PURCHASE OF VACANT LOT IN TANGLEWOOD GARDENS

Date	Time Keeper	Description	Quantity
12/28/2022	GJL	Receive and review email from Village Attorney - copies of letters from Dade County; Search and view Plat of Tanglewood Gardens; Follow up telephone conference with Village Attorney.	0.50
01/05/2023	GJL	Receive and review email from Village Attorney and follow up telephone conference to confirm ordering title commitment.	0.20
		Quantity Subtotal	**0.7**

Time Keeper	Quantity	Rate	Total
GEORGE LOTT	0.7	$375.00	$262.50
		Quantity Total	**0.7**
		Subtotal	**$262.50**
		Total	**$262.50**

OK
1-30-23

Please make all amounts payable to: LOTT & LEVINE

OK
JCD
7-15-24

LOTT & LEVINE

INVOICE

9100 SOUTH DADELAND BLVD, SUITE 908
MIAMI, FL 33156

Invoice # 3770
Date: 07/15/2024
Due On: 07/30/2024

VILLAGE OF PALMETTO BAY
JOHN DELLAGLORIA, VILLAGE ATTY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FL 33157

01076-VILLAGE OF PALMETTO BAY

ACQUISITION OF TANGLEWOOD LINEAR PARK

Services

Date	Time Keeper	Description	Quantity
01/25/2023	GJL	Receive and review emails from Village Attorney and follow up telephone conference.	0.30
02/22/2023	GJL	Review information and map from Tax Appraiser's website and copies of Plat; Order preparation of abstract of title. (FPL Easement Parcel 1)	0.50
02/24/2023	GJL	Telephone call from/conference with Fund examiner - needs better legal description of subject parcel.	0.20
02/28/2023	GJL	Telephone conferences/emails to/from Surveyor for measurements of FPL Easement boundaries as shown on Plat; Draft email to Surveyor.	0.50
02/28/2023	AJ	Prepare email to Blanco Surveyors regarding measurements of boundary lines; Download copies of documents from Official Records; Download attachment from Surveyor's email.	0.80
03/01/2023	GJL	Draft legal description for FPL Easement Parcel 1 based on information received from Surveyor and email to Fund attaching legal description and to proceed with order.	0.75
03/01/2023	AJ	Prepare legal description based on information received from Surveyor; Prepare email to the Fund attaching legal description.	0.50
03/02/2023	GJL	Receive and review email from Fund - confirmation of order.	0.20
03/20/2024	GJL	Telephone conference with Village Attorney regarding status of Village's negotiations with Miami-Dade County for purchase of FPL Easement Parcel 1; Scan abstract of title to email copy to Village Attorney.	0.30
04/03/2024	GJL	Telephone conference with Village Attorney regarding Eminent Domain; Begin legal research on Eminent Domain proceedings by a municipality.	1.00

04/04/2024	AJ	Search and download/print statutes and cases.	0.30
04/04/2024	GJL	(Eminent Domain) - continue legal research.	0.50
04/05/2024	GJL	(Eminent Domain) - Telephone conference with Village Attorney regarding preliminary results of research.	0.20
04/10/2024	GJL	(Eminent Domain) - Complete legal research.	0.50
04/19/2024	GJL	Telephone conference with Village Attorney; Receive and review email - copy of Notice of Hybrid Meeting on 4/25/24.	0.30
05/15/2024	GJL	Receive and review email from Village Attorney regarding need for Declaration of Covenants and Restrictions.	0.20
05/20/2024	GJL	Begin drafting Covenants and Restrictions; Telephone conference with Village Attorney.	1.00
05/21/2024	AJ	Download attachment for Zoom meeting.	0.20
05/21/2024	GJL	Attend Zoom meeting; Continue drafting Declaration of Covenants, Conditions, Restrictions and Easements.	1.50
05/22/2024	GJL	Receive and review emails from Village Manager - terms to be included in Declaration; Receive and review follow-up emails regarding Notice of Meeting and "Door Hangers"; Continue drafting Declaration.	2.00
05/22/2024	AJ	Begin preparation of first draft of Declaration.	1.90
05/23/2024	GJL	Continue drafting Declaration; Email to Village Manager whether pets/dogs to be permitted in Park; Receive and review response.	2.50
05/23/2024	AJ	Continue preparation of Declaration.	2.00
05/24/2024	AJ	Access Property Appraiser's website and search aerial map of properties adjoining proposed Park Area (Parcel 1); Prepare email to Village Manager regarding clarification of Park Area and adjacent properties; Complete preparation of first draft of Declaration.	1.70
05/24/2024	GJL	Receive and review email from Village Manager - change in terms of purchase by County and Homeowners; Search and review folio numbers and 3 other FPL Parcels; Draft email to Village Manager for clarification; Complete and email to Village Manager first draft of Declaration.	2.50
05/28/2024	GJL	Receive and review emails to/from Village team regarding Public Planning Meeting and agenda.	0.30
05/29/2024	GJL	Emails to/from Village Manager regarding additional FPL Parcels being purchased from Dade County as part of Tangelwood Park; Review Taking Order of lands included and other title documents.	1.00
05/30/2024	GJL	Attend Public Planning Meeting.	3.00
06/03/2024	GJL	Search/review Tax Appraiser's records to order preparation of abstracts for Parcels 2-4; Order abstracts and respond to follow-up emails from Fund for additional information (regarding legal descriptions).	1.50
06/04/2024	AJ	Access Public Records and download copies of Plats; Order to Fund to prepare	2.70

		abstracts for Parcels 2-4.	
06/04/2024	GJL	Receive emails from Fund for clarification of legal description; Review Plats from Tax Appraiser's website; Respond to Fund emails.	1.50
06/05/2024	GJL	Draft Opinion of Title for FPL Easement Parcel 1.	1.00
06/05/2024	AJ	Begin preparation of Opinion Letter on FPL Easement Parcel 1.	1.30
06/05/2024	GJL	Receive and review email from Fund confirming order of abstract for Parcel 4; Emails to /from Fund regarding order of abstract for Parcel 3; At Clerk's office to obtain legible copy of 1965 Clerk's Deed.	2.00
06/05/2024	AJ	Prepare email to Fund examiner regarding Parcel 3.	0.20
06/06/2024	AJ	Continue preparation and revisions to Opinion Letter (Parcel 1).	1.00
06/06/2024	GJL	Complete Opinion of Title; Review title search file to retrieve/copy documents to include in Opinion; Drop off Opinion at Village Hall.	2.00
06/14/2024	AJ	Download and print title abstract and related documents for FPL Parcel 2.	0.30
06/14/2024	GJL	Receive and review TSR for Parcel 2, 3 and 4.	1.50
		Quantity Subtotal	**41.65**
		Services Subtotal	**$13,296.75**

Expenses

Type	Date	Description	Total
Expense	04/16/2023	Attorneys' Title Fund Services, LLC: branch product, 3/2/23	$350.00
Expense	04/16/2024	Attorneys' Title Fund Services, LLC: branch product, 3/8/24	$10.00
Expense	06/05/2024	Clerk of Court: copies	$9.00
		Expenses Subtotal	**$369.00**

Time Keeper	Quantity	Rate	Total
GEORGE LOTT	28.75	$375.00	$10,781.25
ANA JUNCO	12.9	$195.00	$2,515.50
		Quantity Total	**41.65**
		Subtotal	**$13,665.75**
		Total	**$13,665.75**

OK
JCD
7-15-24

Please make all amounts payable to: LOTT & LEVINE

OK
JGL
7-15-24

LOTT & LEVINE

9100 SOUTH DADELAND BLVD, SUITE 908
MIAMI, FL 33156

INVOICE

Invoice # 3771
Date: 07/15/2024
Due On: 07/30/2024

VILLAGE OF PALMETTO BAY
JOHN DELLAGLORIA, VILLAGE ATTY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FL 33157

01140-VILLAGE OF PALMETTO BAY

OWNERSHIP OF TANGLEWOOD LAKE

Services

Date	Time Keeper	Description	Quantity
01/25/2024	GJL	Receive and review emails from Village Attorney; Telephone conference with Village Manager regarding ownership/condition of Tanglewood Lake.	0.50
03/04/2024	GJL	At Public Works Department to obtain legible copy of Plat of Tanglewood Lake.	1.00
03/06/2024	GJL	Review Plat; Legal Research.	1.00
03/08/2024	AJ	Access Property Appraiser Website and search for residence located on Lake to obtain legal address; Search for prior policy on the address; Prepare email to the Fund requesting prior policy; Run Owners and Encumbrances search on the Fund; Order hard copies; Obtain copies from Public Records of documents listed in prior policy (all to identify Restrictions or Covenants recorded against lakefront properties).	0.70
03/18/2024	AJ	Prepare letter to Village Attorney regarding properties fronting Tanglewood Lake.	1.50
03/18/2024	AJ	Search Property Appraiser's website for additional residences.	0.30
03/18/2024	GJL	Complete research and draft letter to Village Attorney.	3.00
03/19/2024	GJL	Draft email to Fund to order search of chain of title to ownership of lake thru date of Plat; Receive, review and respond to email from Fund.	0.50
03/19/2024	GJL	Telephone conference with Village Manager regarding ordering additional title work.	0.20
03/19/2024	AJ	Prepare email to Fund regarding ordering abstract of title to determine ownership of Lake.	0.40
03/20/2024	AJ	Search Public Records for copy of Deed; Prepare email to Village Attorney attaching Title Report.	0.30

04/05/2024	GJL	Receive and review email from Fund of delay in completing Property Report.	0.20
04/17/2024	AJ	Prepare email to examiner as to status of receipt of Property Report; Receive and review follow up email from Fund - copy of abstract of ownership; Download/print abstract and documents.	0.50
04/18/2024	GJL	Review title documents from Fund as to ownership of Lake bottom (need to obtain legible copies of 1924 documents).	0.50
04/22/2024	GJL	At County Records Department to obtain legible copies of 1924 Murphy Deeds in chain of title (per Clerk, need to research order - will call when ready).	1.00
05/14/2024	GJL	At County Clerk's office to obtain full size copy of Plat.	0.50
06/17/2024	GJL	Call from Clerk's office to advise copies of old Deeds ready; At Clerk's office to pick up copies.	1.00
		Quantity Subtotal	**13.1**
		Services Subtotal	**$4,246.50**

Expenses

Type	Date	Description	Total
Expense	04/22/2024	Clerk of Court: copy charge	$4.00
Expense	05/17/2024	Attorneys' Title Fund Services, LLC: branch products, 4/11/24	$150.00
		Expenses Subtotal	**$154.00**

Time Keeper	Quantity	Rate	Total
GEORGE LOTT	9.4	$375.00	$3,525.00
ANA JUNCO	3.7	$195.00	$721.50
		Quantity Total	**13.1**
		Subtotal	**$4,400.50**
		Total	**$4,400.50**

OK
JED
7-15-24

Please make all amounts payable to: LOTT & LEVINE

OK
JCS
9-18-24

LOTT & LEVINE

INVOICE

9100 SOUTH DADELAND BLVD, SUITE 908
MIAMI, FL 33156

Invoice # 3815
Date: 09/18/2024
Due On: 10/03/2024

VILLAGE OF PALMETTO BAY
JOHN DELLAGLORIA, VILLAGE ATTY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FL 33157

01076-VILLAGE OF PALMETTO BAY

ACQUISITION OF TANGLEWOOD LINEAR PARK

Date	Time Keeper	Description	Quantity
07/08/2024	GJL	Draft Title Reports to Village Attorney for Parcels 2, 3 and 4, and related cover letter.	1.50
07/08/2024	AJ	Prepare drafts of Title Reports for Parcels 2, 3 and 4, and cover letter to Village Attorney.	5.00
		Quantity Subtotal	**6.5**

Time Keeper	Quantity	Rate	Total
GEORGE LOTT	1.5	$375.00	$562.50
ANA JUNCO	5.0	$195.00	$975.00
		Quantity Total	**6.5**
		Subtotal	**$1,537.50**
		Total	**$1,537.50**

OK
JCS
9-18-24

Please make all amounts payable to: LOTT & LEVINE

AGENDA ITEM NO. 14.J

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PUBLIC MEETINGS FOR CALENDAR YEAR 2025; AMENDING CERTAIN PUBLIC MEETINGS OF THE VILLAGE COUNCIL; REGULAR COUNCIL MEETINGS AND ZONING AND LAND DEVELOPMENT MEETINGS TO BE HELD ON THE FIRST WEDNESDAY OF EACH MONTH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Amending Meeting Day

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PUBLIC MEETINGS FOR CALENDAR YEAR 2025; AMENDING CERTAIN PUBLIC MEETINGS OF THE VILLAGE COUNCIL; REGULAR COUNCIL MEETINGS AND ZONING AND LAND DEVELOPMENT MEETINGS TO BE HELD ON THE FIRST WEDNESDAY OF EACH MONTH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to amend Resolution 2024-86 ("Exhibit A") relating to the 2025 schedule for the Regular Council Meetings and the Zoning and Land Development Meetings; 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 set 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
February 3, 2025
March 3, 2025
April 7, 2025

May 5, 2025
~~June 2, 2025~~ June 4, 2025
~~July 7, 2025~~ July 9, 2025
~~September 8, 2025~~ September 3, 2025
~~October 6, 2025~~ October 8, 2025
~~November 3, 2025~~ November 5, 2025
~~December 1, 2025~~ December 3, 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~~ June 18, 2025
~~July 21, 2025~~ July 23, 2025
~~September 15, 2025~~ September 17, 2025
~~October 20, 2025~~ October 22, 2025
~~December 8, 2025~~ December 10, 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 14, 2025
March 11, 2025
May 13, 2025
July 8, 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. First Budget Hearing/Second Budget Hearing. The Village Council shall hold the First Budget Hearing and Second Budget Hearing dates in anticipation of the 2025-26 Fiscal Year Budget at 7:00 PM, on the following dates:

~~September 8, 2025~~ September 3, 2025
September 29, 2025

Section 6. 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 7. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 7th day of April 2026.

Attest: _____ _____

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

Additions are shown with an underline and deletions are shown with a ~~strikethrough~~

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 ____

Additions are shown with an underline and deletions are shown with a ~~strikethrough~~

AGENDA ITEM NO. 14.K

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 7, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, DIRECTING THE VILLAGE MANAGER TO INVESTIGATE AND REPORT TO THE VILLAGE COUNCIL POTENTIAL LAND USE CHANGES FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE SUBTROPICAL HORTICULTURE RESEARCH STATION PROPERTY AT 13601 OLD CUTLER ROAD; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-USDA Land Use Change

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, DIRECTING THE VILLAGE MANAGER TO INVESTIGATE AND REPORT TO THE VILLAGE COUNCIL POTENTIAL LAND USE CHANGES FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE SUBTROPICAL HORTICULTURE RESEARCH STATION PROPERTY AT 13601 OLD CUTLER ROAD; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the United States Department of Agriculture Subtropical Horticulture Research Station (SHRS), occupies 200 acres on 13601 Old Cutler Road in the Village of Palmetto Bay, Florida; and,

WHEREAS, according to the Village of Palmetto Bay Map FLU-1 2035/2045 Future Land Use Map, the property is designated Parks, Recreation, and Schools; and,

WHEREAS, according to the Village of Palmetto Bay Map FLU-3 - Existing Land Use Map, the property is designated Institutional; and,

WHEREAS, in light of the possibility of the federal government selling its properties to private bidders, it behooves the Village Council to investigate potential land use changes for the property.

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

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

Section 2. The Village Council directs the Village Manager to investigate and report to the Village Council within one (1) month his recommendations for the potential land use changes for the 200 acres occupied by the United States Department of Agriculture Subtropical Horticulture Research Station (SHRS) at 13601 Old Cutler Road in the Village of Palmetto Bay, Florida.

PASSED and **ADOPTED** this 7th day of April, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

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RESOLUTION NO. 2025-05

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

WHEREAS, on February 5, 2024, the Village Council adopted Item 14K authorizing the expenditure of $14,000 for acquiring surplus property bearing folio number 33-5023-009-0120; and

WHEREAS, on March 20, 2024, at an emergency special council meeting, the Village Council adopted Item 3A, initiating an information campaign regarding said property; and

WHEREAS, the Village has expressed interest in additional surplus properties bearing folio numbers 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080 for the proposed Tanglewood Linear Park; and

WHEREAS, in 2018, Miami-Dade County approved the sale of a similar FPL easement parcel to adjacent homeowners, establishing a precedent for such transactions; and

WHEREAS, the Village Council recognizes and respects the property rights of adjacent landowners; and

WHEREAS, the proposed park location presents significant practical challenges, being situated under FPL power lines, which restrict shade-providing landscaping and limit recreational amenities; and

WHEREAS, the site serves as a critical FPL staging area during hurricane response operations, potentially compromising public safety and emergency preparedness if converted to a park; and

WHEREAS, adjacent residents have expressed strong opposition through a formal petition; and

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WHEREAS, alternative locations exist within the Village that do not face similar constraints or conflicts with existing operational uses; and

WHEREAS, the Village Council finds it in the best interest of the Village and its residents to withdraw its applications for these properties.

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

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

Section 2. The following Council actions are hereby rescinded:

(a) Item 14K, adopted February 5, 2024; and
(b) Item 3A, adopted March 20, 2024.

Section 3. The Village Manager is directed to:

(a) Immediately withdraw all Village applications, expressions of interest, and communications regarding the acquisition of the referenced Miami-Dade County surplus properties bearing folio numbers 33-5023-009-0120, 33-5023-009-0230, 33-5023-016-0210, and 33-5023-029-0080;

(b) Take all necessary and appropriate actions to terminate, in accordance with their respective terms and conditions, any contracts, agreements, or arrangements for lobbying services related to these properties;

(c) Terminate in an orderly manner all discretionary expenditures, activities, and communications related to these acquisitions, except those necessary for compliance with this Resolution or required by law;

(d) Provide an initial status report at the March 3rd, 2025, regular council meeting regarding compliance with this Resolution, and if all actions have not been completed by that date, provide a detailed written report identifying any pending items and the plan for their resolution.

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

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

Attest:

Signed by:
Missy Arocha
Missy Arocha
Village Clerk

Signed by:
Karyn Cunningham
Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Signed by:
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

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