VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
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 1, 2024 – 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 Earth Month Activities

   B. Recognition of Samantha Pro, a Palmetto Bay resident and student at St. Brendan's High School, on her appointment to the US Naval Academy (Class of 2028)

   C. Proclamation to The Holocaust Impact Theater *(Ruth Ellen Gordon M.Ed.)*

D. Proclamation to The Rising Start Foundation in honor World Autism Awareness

3. APPROVAL OF MINUTES

A. Regular Council Meeting (March 4, 2024)

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

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

B. Miami-Dade Fire Rescue (MDFR) Department Annual Service Delivery Report (Fire Chief Raied "Ray" Jadallah)

C. Post Session Legislative Update (GrayRobinson)

D. Village Audit Report (Marcum, LLP)

E. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Update: Calendar for the month of April 2024

8. BOARD AND COMMITTEE REPORTS

A. Education Advisory Board Meeting (November 7, 2023-amended)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

12. CONSENT AGENDA

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO ENCOURAGE PRIDE, PATRIOTISM, AND UNITY BY AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND MAKE AVAILABLE AMERICAN FLAGS AND OUTDOOR POLES TO DISPLAY "OLD GLORY" ON PALMETTO BAY RESIDENCES AND BUSINESSES BY INDEPENDENCE DAY, JULY 4, 2024; AUTHORIZING UP TO FIVE-THOUSAND DOLLARS ($5,000.00) FOR PURCHASE OF FLAGS AND POLES FOR TWENTY-FIVE DOLLARS ($25.00) EACH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PALMETTO BAY PARK; COMPLETING THE CONSTRUCTION OF PARK DRIVE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PARTNER WITH THE BLUE MISSIONS PROGRAM; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham and Prepared by Sustainability and Resiliency Planner, Andrea Candelaria)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH WESCOTURF FOR THE PURCHASE OF ONE (1) TORO GROUNDSMASTER 3500-D MOWER, MODEL 30807 PURSUANT TO STATE CONTRACT 101900-21-STC; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NINETEEN CENTS ($47,560.19) FROM THE FISCAL YEAR 2023-2024 PARKS AND RECREATION CAPITAL BUDGET; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO. 33-5033-000-0040 AND NO. 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF VILLAGE REQUIREMENTS TO AN EXTENDED PERIOD ENDING OCTOBER 31, 2026; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PROCUREMENT; APPROVING THE

SELECTION OF AQUATIC CONTROL GROUP, INC. TO PROVIDE CANAL MAINTENANCE SERVICES, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($26,850.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STANTEC CONSULTING SERVIES, INC., FOR DESIGN AND PROFESSIONAL SERVICES FOR BOAT RAMP IMPROVEMENTS AT CORAL REEF PARK AT A COST NOT TO EXCEED FORTY THOUSAND NINE HUNDRED TEN DOLLARS AND ZERO CENTS ($40,910); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored Administration and Prepared by Public Services Director, Dionisio Torres)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

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 1, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (March 4, 2024)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-2024-03-04 Regular

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

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

The Mayor and Village Council led the following recognitions at 6:30 p.m., prior to the Regular Council Meeting.

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS

A. Recognition of Blue Mission Reach (CauseCamps Scholarships for Palmetto Bay Middle School Students)

B. Proclamation to the Miami-Dade County Fair & Exposition (Dr. Claudia Uribe)

C. Proclamation in honor of National Athletic Training Month (Palmer Trinity School)

D. Proclamation to Van Orsdel Funeral & Cremation Services (Donal Van Orsdel)

E. Proclamation in honor of Irish American Heritage Month

F. Recognition of Village employee, Yvonne Picado (Dolphins Cancer Challenge)

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

The Regular Council Meeting was called to order at 7:20 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officers were present during the roll call:
Village Manager Nick Marano

Village Attorney John Dellagloria
Village Clerk Missy Arocha

The invocation was led by Councilmember Patrick Fiore and a moment of silence was held for the country of Haiti.

The pledge of allegiance was led by resident, Gary Pastorella.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (February 5, 2024)

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

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS

The following public comments were made in person during the meeting for a time allotment of three minutes:

- Jorge Pulido (16025 SW 89th Avenue Road) – asked the members of the Council to follow the decorum statement and thanked the Village for the Annual Picnic Celebration held on March 2nd at Coral Reef Park.

- Gary Pastorella (6940 SW 142nd Terrace) – explained that he spoke to the police commander about the tickets being issued near his community and questioned if in the interim, if warnings may be issued instead of tickets regarding the left hand turns.

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates: Village Manager Nick Marano reported that the Manager's detailed report was part of the agenda packet. He illustrated a PowerPoint presentation highlighting the departmental divisions for the month of January 2024 to date. Following his report, he answered questions raised by the Council relating to his report.

B. Police Commander Report: Major Mari Guerra illustrated the CompStat Reports for the month of February 2024. Following her report, she 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 the month of March 2024 and illustrated a PowerPoint presentation that provided updates on the following: November 5, 2024-Municipal Election, Advisory Board and Committee Appointments for the Education Advisory Committee and the Art-in-Public Places Advisory Board, and the journey of a passport application.

8. BOARD AND COMMITTEE REPORTS

A. Notice: Member Solicitation (Art-in-Public Places Advisory Board)
B. Parks and Recreation Committee Meeting (December 7, 2023)
C. Resiliency Committee Meeting (November 9, 2023)
D. Youth Community Involvement Task Force Meeting (January 22, 2024)

Councilmember Steve Cody motioned to approve the Board and Committee Reports. Councilmember Patrick Fiore **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

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

11. ORDINANCES FOR FIRST READING AND PUBLIC COMMENTS: None.

12. CONSENT AGENDA

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PLACE A PERMANENT FLAGPOLE VISIBLE TO THE BASEBALL FIELDS AT CORAL REEF PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

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

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

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 2024 SEAFOOD FESTIVAL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Nick Marano, Village Manager)*

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

There was no public comment for item 14A.

Village Manager Nick Marano explained that due to the charitable contributions policy adopted by the Council, he brought forward this item for consideration for an amount not to exceed $10,000 for the police services.

There were no Council questions and the members of the Council spoke in support of the Resolution.

Vote: **All voted in favor (5-0). The Resolution passed unanimously.**

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE PLANS REVIEW AND INSPECTION SERVICES FOR A MULTI-PURPOSE RECREATIONAL FACILITY AT CORAL REEF PARK; APPROVING THE SELECTION OF C.A.P. GOVERNMENT, INC. TO PROVIDE PLANS REVIEW AND INSPECTION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Director Heidi Siegel, Community and Economic Development Director and Alessia Bencomo, Procurement Specialist)*

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

There was no public comment for item 14B.

Procurement Specialist, Alessia Bencomo explained that the Resolution is a proposal from CAP Government that would provide a specialized service for the proposed multipurpose building at Coral Reef Park a/k/a recreation room. She explained that the Village's Building Department does not want conflict or interruption with the timeline of the project and that the proposal is specifically for the multipurpose building at Coral Reef Park (i.e., sole source procurement for specialized service).

Councilmember Patrick Fiore questioned the date for groundbreaking.

Village Manager Nick Marano responded that September 12 is the expected date for groundbreaking.

Councilmember Marsha Matson questioned if plans review, and inspection services are not part of that.

Ms. Bencomo responded no.

Village Manager Nick Marano reported that the approval of the Resolution would assist the Building Division with expediting the project as well as keep it on track with the timeline to keep the project moving while not competing with any other

Village priority. The proposal will only focus on the construction of the multipurpose room.

Councilmember Marsha Matson questioned if other contractors are expected to be hired for any other outstanding projects.

Community and Economic Development Director, Heidi Siegel responded no, not at the multitude of this project.

Vote: **All voted in favor (5-0). The Resolution passed unanimously.**

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING BUS RAPID TRANSIT (BRT) PARTIAL TRAFFIC SIGNAL PREEMPTION AND URGING MIAMI-DADE COUNTY AND ITS PARTNER TRANSPORTATION AGENCIES TO PROVIDE TRUE TRAFFIC SIGNAL PREEMPTION TWENTY-FOUR (24) HOURS SEVEN (7) DAYS A WEKK AS PREVIOUSLY REPRESENTED; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Moved by Councilmember Marsha Matson.

Failed for a lack of a second.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ADDRESS THE FEASIBILITY OF HOLDING "A TASTE OF THE VILLAGE" EVENT TO RAISE FUNDS FOR THE PALMETTO BAY FOUNDATION, INC.; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham)*

Moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

There was no public comment for item 14D.

Mayor Karyn Cunningham explained the purpose of the Resolution and reported that she was inspired to sponsor the Resolution when she visited the Culinary Crawl event hosted by the Village, including the discovery of the Miami Lakes Food and Wine Festival. She explained that the participants who attended the Village's Culinary Crawl event received the event well and that the approval of the Resolution would raise funds for the Palmetto Bay Foundation, which would, in turn, invest in the community.

Councilmember Marsha Matson questioned why the Resolution directs the Manager to investigate the initiative for the Foundation.

Mayor Karyn Cunningham responded that the Foundation does not have support staff and that the Manager would assist the Foundation by pulling the information and providing it to the Board.

Village Manager Nick Marano explained that the Village has a special events team,

and if the Council passes the Resolution, the Village will add the event to the list of special events for planning and coordinating. He also explained that in the past, the Village has done a similar event titled “A Taste of Downtown”, but the Resolution will enable a fundraising opportunity for the Palmetto Bay Foundation and that the Village would be happy to take on the initiative.

Councilmember Marsha Matson questioned by the event would become part of the Village budget in the amount of $25,000.

Village Manager Nick Marano responded that other special events sponsored by the Village are under $25,000 and that the approval of the Resolution is for Council’s direction to begin the planning and coordinating for the concept.

Councilmember Marsha Matson explained that the concept of the Palmetto Bay Foundation is separate from the Village and urged the Council to not support the Resolution.

Village Attorney John Dellagloria reported that the Palmetto Bay Foundation is separate from the Village of Palmetto Bay and provided a legal opinion on the proposed Resolution.

Councilmember Patrick Fiore reported that he supports the idea, but that he was not in favor of using staff time for the proposed Resolution.

Discussion ensued between the members of the Village Council on the proposed Resolution and the two entities: PB Foundation and the Village of Palmetto Bay.

Vote: **The Resolution passed (3-2)**; Councilmember Patrick Fiore and Councilmember Marsha Matson voted opposed.

15. ADJOURNMENT

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

The Regular Council Meeting adjourned at 8:33 p.m.

The meeting minutes were approved this 1st day of April, 2024.

Attest:

_____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 1, 2024

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-Departmental Updates

Manager's Report

FINANCE

February

- The expenditures in February 2024 were $ 3,556,820, 16.32% of the total budget, compared to budgeted expenditures of $1,816,316, an average of 7.99% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,816,316 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.

- The overage is due to the first quarter payment for Police in the amount of $2,877,637.49.

- YTD the Village has spent $ 7,082,262 or 32.49% compared to budgeted expenditures of $ 9,081,580 or 41.65%.

  Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
2/9/2024	43779	BEEFREE, LLC.	JANUARY FREEBEE RIDERSHIP	$20,677.80
2/9/2024	43784	Miami-Dade Police Department	1ST QTR FY 2023-2024 LOCAL POLICE SERVICES	$2,877,637.49

IT DEPARTMENT

February

- Help desk statistics: 90 tickets created, 104 completed, 170 still pending as of
- Conducted virtual demonstrations of potential finance systems:
  A. Multiview
  B. OpenGov
- Completed Village Hall internet circuit migration and site-to-site VPN changes for the Parks and Public Services locations.

Upcoming Events

- Welcoming our new IT Technician to the team. Onboarding & training.
- Wrap-up and presentation of executive report re: financial systems.
- Progressing on the SharePoint migration project.

HUMAN RESOURCES

February

- 3 Recruitment Ads
  - 1 – Information Technology 2/13/2024 – 2/20/2024)
  - 1 – Tree Trimmer (1/8/2024 – 2/29/2024)
  - 1 –Park Service Aide (2/27/2024 – 3/27/2024)
- 52 Applications Reviewed
- 13 Interview scheduled.
  - Parks & Recreation Supervisor (Parks & Recreation)
  - Accounting Technician (Finance)
- 1 Pre-Employment Meetings
- 2 New Hire
  - Media Specialist (HR & Communications)
  - Inspection & Public Records Coordinator (Community & Economic Development)
- 11 Job vacancies
  - 1 – Administrative Assistant (Village Clerk): Currently on hold
  - 1 – Accounting & Alarm Technician (Finance): Start date scheduled for 4/1/2024
  - 1 – Code Compliance Officer (Comm. & Economic Development): Interviews completed; pending hiring recommendation from Dept Director.
  - 1 – Parks & Recreation Supervisor (Parks & Recreation): Pre-employment meeting held on 3/4/2024
  - 1 – IT Technician (Information Technology); Second-round interviews being held on 3/20/2024
  - 4 - Park Service Aides (Parks & Recreation); Advertised through 3/27/2024; pending scheduling interviews
  - 1 – Tree Trimmer (Public Services); Pending re-advertisement
  - 1 – Maintenance Worker I (Public Services); Interviews scheduled between 3/5 14/2024; pending recommendation of potential applicant from Director.
- 2 Vacant Part-time Positions
  - Park Service Aide (Park & Recreations 2 positions); job description updated; pending approval for posting.
- 1 Training Session
- 1 Separations of Employment
- 0 Transfers/Updates/Evaluations

COMMUNICATIONS

February

- 72 FB/Twitter Postings (including event and meeting postings)
- 8,800 FB Followers
- 29 New FB followers
- 5,167 Instagram Followers
- 178 New IG Followers
- 2,548 Email Subscribers
- 9 Videos Produced
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 2/3 Village Vibes
  - 2/17 Village Vibes
- 2 Promotional/Informational Campaigns:
  - Black History Month
  - Tree of the Year
- Meetings Broadcast:
  - 2/5 Regular Council Meeting
  - 2/26 Zoning Hearing
- Events Attended/Promoted:
  - 2/3 Camping in the Park
  - 2/10 Florida Esports Invitational
  - 2/10 Howard Palmetto T-Ball Opening Day
  - 2/10 Palmetto Senior High Blue & White Game
  - 2/10 Teen Pickleball Tournament
  - 2/22 Culinary Crawl
  - 2/29 State of the South Dade

GRANTS

February

- 0 New grant application(s) Prepared.
- 0 Grants Approved.
- 1 Grant Closed – Thalatta Shoreline Project (Florida Inland Navigation District)
- 15 Active grants list with updates:
  - Safe Routes to School (SRTS) – Perrine Elementary School – Closing Stage**, Closeout package Submitted.**
  - Safe Routes to School (SRTS) – Coral Reef Elementary School – Closing Stage, **Closeout package Submitted.**
  - Park and Ride Services (Transportation Planning Organization) – **Grant fully closed.**

- Sub-Basin 61(Hazard Mitigation Grant Program) – Agreement #4337-370 – **Preparing closeout package.**
- Sub-Basin 61 (State Appropriation) – Agreement # LPA0202 – **Submitted reimbursement request, preparing Final closing package.**
- Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP)
- Sub-Basin 43 (State Appropriation)
- Sub-Basin 43 (Hazard Mitigation Grant Program)
- Sub-basin 44 (State Appropriation)
- Tree Inventory, Phase 1 (Urban & Community Forestry Program)
- Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – **The SWEPT process is complete and approved. Staff must send a Commencement Documentation package to the grant agency, which is currently only pending the signed contract with the contractor. Alessia & Fanny forwarded the document to the contractor for their review and signature. Once signed, the full commencement package will be sent to the state for the issuance of the Notice to Proceed to the village. All are aware of how important it is to get that last document finalized.**
- JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase – **Executed Agreement pending.**
- Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – **Contractor has been selected.**
- Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) **Submitted Attachment H for reimbursement process next quarter.**
- Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359 – Contract has been fully signed.

March Goals

- Submit FEMA Hazard Mitigation Sub basin 11 & 41.
- Apply for VIA connect Grant.
- BEAM Grant application (EV charging stations) if Director Torres wants to move forward.
- Start Application process for Forestry Grant 2024.
- Working on the closeout for Coral Reff, Perrine, and Sub-Basin 61.

PARKS & RECREATION

February

Palmetto Bay Park

- Ballet At the Park: Mondays -Thursdays 3:30pm-8pm
- 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
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm

- Weekend PE: Pickleball Lessons: Tuesday/Thursday and Saturdays 4:30pm - 5:30pm,8am, 9am.
- High School Softball Practices: Westminster, Lourdes, Mater Bay Academy, Gulliver, LaSalle, Palmetto High School.
- Travel Softball: Stingrays. Rock Gold, Contenders, Lady Canes, Miami Waves: Monday/Friday 6pm & 8pm
- Pickleball Reservations: 2
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Teen Pickleball Tournament: Saturday, February 10, 10am-3pm

Coral Reef Park

- Palmetto Bay Soccer games on Fridays and Saturdays
- Bay Lions Soccer Club games on Saturdays and Sundays
- Farmers Market on Saturdays 9:00am – 3:00pm
- Junior Team Tennis – Saturdays 8am – 1pm
- Phoenix Volleyball: –Tuesdays and Thursdays 4:30pm – 6pm
- Howard Palmetto Baseball (T-Ball)- Saturdays 8am to 2pm- 154
- Total Rentals for Pickleball – 350
- Tennis Orange Ball and Green Ball 4pm - 6:30pm: Participants 50
- Miami Palmetto Baseball – 68
- Pickleball Reservations – 380
- Orange Ball and Green Ball Tennis: 37
- Camping in the Park: February 3 & 4 10am-10am

Perrine Community

- 10 Programs
- 1 Event

Ludovici Park

- 5 Programs

Thalatta Estate

- 9 – Rentals
- 4 – Rehearsals
- 5 – Photoshoot
- 4 – Programs

Fee Waivers- Requested in December 2023

Group Name	Date	Time	Park/ Request	Description/ Purpose	Total Value	Date of Memo
Community Connexion Inc	Every Sunday until June 30th	11am-2pm	EAF Community Room	Meetings	$385 per meeting	2/1/2024
Coral Reef Elementary	Saturday, February 24, 2024	N/A	2024 Summer Camp Voucher	Summer Camp Voucher for their Silent Auction	$195.00	2/2/2024
Palmetto Bay Academy	Thursday, February 8th, 2024	12pm - 2pm	Palmetto Bay Park- Picnic Pavilion	School Field Trip	$185.00	2/2/2024
Kick CF Celebrity Tournament	Saturday, March 9, 2024	9am-5pm	Palmetto Bay Park	Team Registration	$650.00	2/2/2024
Jude Petit Family	Saturday, February 10, 2024	2-5pm	EAF Community Room	Celebration of Life	$500.00	2/7/2024
MDCPS Conservatory of the Arts	Friday, May 17, 2024	7-11pm	Perrine Community House	End of Year Promenade	$502.00	2/8/2024
Girl Scouts Troop 2411	Sunday, February 25, 2024	9:30am - 12:30pm	EAF Community Room	Meeting	$385.00	2/12/2024
Be Strong International	Friday, March 9, 2024	9am-5pm	EAF Community Room	Staff Training & Retreat	$650.00	2/14/2024
BSA of SFC/Andrea Marron	Sunday, April 28, 2024	6pm-9pm	Thalatta Estate	Leadership Training	$535.00	2/22/2024
HDE Cheer Banquet	Sunday, April 28, 2024	1pm-4pm	EAF Community Room	Banquet	$385.00	2/26/2024

April 2024 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park Mondays-Fridays Mondays -Thursdays 3:30pm-8pm

- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Mondays & Wednesdays 4pm-6pm
- Bay Lions Soccer Club: Tuesday & Thursdays 4pm-6pm
- Weekend PE: Pickle Classes: Tuesdays, Wednesdays, Saturdays 4:30-5:30pm, 8am & 9am
- Travel Softball: Stingrays, Rock Gold, Contenders Lady Canes, Miami Waves: Monday-Friday 6pm & 8pm
- High School Softball Practices: Westminster, Lourdes, Mater Bay Academy, Gulliver, LaSalle, Palmetto High School.
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am

Coral Reef Park

- Farmers Market on Saturdays 9:00am – 3:00pm
- Orange Ball and Green Ball Tennis –Tuesday and Thursday - 4pm - 6:30pm
- Palmetto Bay Soccer - Games on Fridays and Saturdays
- Bay Lions Soccer Club – Games on Saturdays and Sundays
- Phoenix Volleyball: Tuesday and Thursday - 4pm - 5:30pm
- Junior Team Tennis – Saturdays 8am – 1pm
- Howard Palmetto T-Ball – Saturdays 8am – 1pm
- Miami Kidney Wal: March 24th 8:30am – 11:30am
- Earth Day Bike Ride & Wellness Fair – 10am

Perrine Community House

- Ballet at the Park – Mondays, April 1, 8, 15, 22 and 29 at 3:30pm
- Ballet at the Park – Wednesdays, April and 27 at 2:30pm
- Art Exhibit – Saturday, April 13 at 6:30pm

Thalatta Estate

- 5 – Rental
- 1 – Rehearsals
- 0 – Photoshoot
- 4 – Programs

Ludovici Park

- HOLD – PB Library Tuesday, April 2nd.
- Rotary Club - Tuesdays, April 2 at 11:30am
- Core and stretch Class – Wednesdays, March 6, 13 and 27 at 10am
- PBBA _ Luncheon Meeting – Thursday, April 4 @ 11am
- Nature Postings – Saturday, April 6 at 9am
- Invasive Species Presentation – Sunday, April 7 at 2pm
- Cutler Bay Community Theater – Monday, April 8 and 22 at 7pm
- Core and stretch Class – Wednesdays, March 6, 13 and 27 at 10am
- HOLD – We Coach Foundation – Saturday, April 13

- Shade Palmetto Bay – Saturday, April 20 at 9am
- Homeschools Graduation – Saturday, April 20 at 6pm
- Garden Club – Tuesday, April 23 at 6pm.
- HD Elementary Cheer Team – Sunday, April 28

Park Projects

- **Repair/Replacement of Rubberized Trail at Coral Reef Park**
- **Repair Asphalt Trails at Coral Reef Park**
  - SFWMD- ERP (Environmental Resource Permit) Exemption – Approved
  - Submitted our documentation to the department of environmental protection. They have sent it to Florida highway administration.
  - NEPA review has been completed and approved.
  - Working on execution of contract with Beato
  - Once executed the commencement packages will be submitted to the agency, which is the final prerequisite for the agency to issue the NTP.
  - Project tentatively scheduled to start late May.
- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 3/24 submittal package for building department review
  - 4/24 Release RFP
  - 5/24 Bid evaluation and recommendation
  - 7/24 Village Council for approval
  - 8/24 Installation
- **Palmetto Bay Park Playground Refurbishing**
  - All identified refurbishing project items have with exception of playground perimeter fencing for the west side. Currently working with Kimley-Horn regarding design and specifications. Awaiting revision to Palmetto Bay Park survey to include topography.
  - Subsequent disrepair of play step and playhouse ridge caps prompted the ordering of replacement parts, Received March 7, 2024, installation in scheduling.
- **Coral Reef Park – Design-Build Multi-Purpose Facility**
  - Execution of Design-Build Contract with WayPoint Construction January 2024. Company to initial plans, permits, etc.
  - Field work for survey via drone, utility locating, and geotechnical boring in progress.
  - Anticipated to begin construction by summer/fall of this year.

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

- **The Woods**
  IRC – Working on plan as approved.
  - IRC presented a plan to Tree Board; approved Phase/Year 1 for issuance of ITB.
  - Working on possible grant opportunity.

2023-2024 Capital Projects:

Veteran's Park
- Veteran's Park Phase 1 Plan approved and funded.
- Kimley Horn on 50% construction drawings received 12/21.
- Plans are in the Building Dept. for a progress set (50%) dry run.
- Final Plat Approval – March 11, 2024.

Thalatta Estate Parking Lot (resealing/restriping)
- Scope of work developed for bidding process February 2024
- Solicitation of Bids March 2024
- Pre-Bid Meeting – April 3. 2024
- Bid Evaluation /Recommendation to Village Council May/June 2024
- Commencement of work July 2024 (following end of wedding season/pavers and after completion of paver replacement)

Thalatta Estate Paver Replacements
- Scope of work developed for bidding process February 2024
- Solicitation of bids March 19, 2024
- Pre-Bid Meeting April 3, 2024
- Bids Due April 22, 2024
- Bid evaluation / Recommendation to Village Council May/June 2024
- Commencement of work – June 2024 (following end of wedding season)

Palmetto Bay Park Scoreboards
- Meetings with Scoreboards Company reps to develop specifications / selection November 2023
- Investigate any changes in code that would require modifications to existing structures December 2023 / January 2024. Under review of Village Building Official
- Development of RFP March 2024 (Cooperative Purchasing a possibility)
- Release RFP April
- Bid Review and Evaluations May 2024
- Recommendation to Village Council June 2024
- Issuance of PO June 2024
- 8-9 weeks window for delivery/installation August 2024

Palmetto Bay Park – New Mower
- Solicitation of quotes from Toro, John Deere, and Jacobsen mowers (in process)
- Possible 18-month timeframe for manufacturing/delivery
- Evaluation / Recommendation to Village Council April 2024

Palmetto Bay Park Golf Cart Access
- Develop Design / location options for Manager review/approval.
- Consultant to develop specifications, if necessary, March 2024
- Release Invitation to Bid April 2024
- Review and Award to Council June 2024
- Issuance of Purchase Order July 2024

Coral Reef Park Dumpster Enclosure

- Site selection (accessibility, code, etc.) February 2024
- Investigate possible piggy-back work February 2024
- Design / specifications / bid process if needed February/March 2024
- RFP if needed March 2024
- Recommendation to Village Council April 2024
- Issuance of PO / NTP May 2024
- Commencement/completion June 2024

Pickleball Center

- Scope of work developed for bidding process March 2024
- Solicitation of Bids April 2024
- Bid review and evaluations May/June 2024
- Presentation if needed June/July 2024
- Recommendation to Village Council June/August 2024.

PUBLIC SERVICES

February

- **Freebee Ridership:**
  1216 Completed Rides (C.R.)
  1367 Total Passengers

Ridership has increased by 56 C.R since December & decreased by -27 C.R. since January

- **IBus Ridership:**
  1025 A.M. Route
  843 P.M. Route **Total: 1868 Riders**

Ridership has increased by 666 since December & increased by 328 since January.

- **Facilities Maintenance Division**
  143 Open Work Orders – *5 more than December* *-7 less than January*
  135 Closed Work Orders – *-1 less than December* *-12 less than January*

- **Public Works**

4 - Signs Repaired/Installed	*-3 less than December*	*-6 less than January*
2 - Graffiti Removal	*2 more than December*	*2 same as January*
3 - Pothole/Shoulder Repairs	*-3 less than December*	*3 more than January*
20.72 - Tons of Debris/Trash Removal	*2.96 more than December*	*-5.69 less than January*
91 - Drain Cleaning/Repairs (inlet tops)	*20 more than December*	*1 more than January*
1,210 - Linear feet of sidewalks installed	*1,210 more than December*	*-175 less than January*
0 - Paving Linear ft	*0 same as December*	*0 same as January*
3 - Sidewalks inspected	*-9 less than December*	*-10 less than January*
0 - Drainage Inspection	*0 same as December*	*0 Same as January*
40 - Catch Basin	*29 more than December*	*11 more than January*
8 - Outfalls	*8 more than December*	*7 more than January*
3675 - Linear Feet Pipe	*3182 more than December*	*1733 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*

4 - Complaints Reported to MDC	*0 same as December*	*3 more than January*
130 - Trees/Shrub Trimming/Removal	*95 more than December*	*54 more than January*
256 - Tree & Landscaping Inspections	*187 more than December*	*100 more than January*

2023-2024 Capital Projects

N. Cartee Road Water Main Project
- 100% Plans expected March 2024 to submit to MDWASD.

SW 92 Avenue Complete Streets (Design)
- Plans have been approved by MDTPWD. Consultant to work on bid support documents. Will coordinate with Alessia Bencomo to put out Invitation to Bid late March or April.

SW 148th Street Complete Street Project (CONSTRUCTION)
- Notice to Proceed 3/18/2024. Mobilization to begin 03/19/2024. Pre-Construction Meeting scheduled for Thursday 03/21/2024 at 9:30 am.

Sub-Basin 57/96 (CONSTRUCTION)
- Received all documents from Contractor. Contractor to start VPB Permit process and we intend to issue NTP for early April 2024.

Annual Village Wide Sidewalk Replacement Project (CONSTRUCTION)
- Completed 1,210 lf of sidewalk replacement for the month of February.

SW 143 Street Water Main Project (CONSTRUCTION)
- Construction started week of 02-12. Water Main & Services have been installed. Pressure test for tapping sleeve scheduled for 03/19/2024 at 9am

Canal Maintenance Services (CONSTRUCTION)
- Bids received on March 8th, 2024. Taking recommendation for Council Approval for April Regular Council Meeting.

Drainage Sub Basin 44 (CONSTRUCTION)
- Due to Sub-Basin 57/96 not starting in April, will advertise Sub-Basin 44 in May 2024.

Public Services Lot Improvements (DESIGN)
- Received conceptual Design 03/06/24. Meet with Consultant 03/14/24 to discuss our comments, they will incorporate and work on 60% plans submittal, scheduled for 06/19/2024.

HVAC Replacement Village Hall
- Received insurance, bonds, and permit application VPB. Equipment delivery scheduled for mid-April. Construction to start late April/early May.

Drainage Sub Basin 12 (DESIGN) Kimley Horn
- 30% of the plans were received and we have provided our comments. 60% Plans expected 04/30/24. Permit Applications/Submittal expected 5/28/24.

Drainage Sub Basin 39 (DESING) Civil Works
- Project is delayed. Anticipate 30% Plans in March/April 2024

Drainage Sub Basin 42 (DESING) Calvin Giordano

- Project Started, Survey started (expected in March). Geotech released, working on existing utility data collection. Conceptual design expected April 2024.

Drainage Sub Basin 11 (DESIGN)

- Working on permitting with USACE and SFWMD. An additional survey is being requested for the proposed outfall.

Drainage Sub Basin 43 (CONSTRUCTION)

- Expect to Advertise ITB September/October 2024.

Drainage Sub Basin 11& 41 (CONSTRUCTION)

- Pursuing State Appropriation and Possible Grant Funding for Future Construction.

POLICE

February

- Southeast Florida Crime Prevention Association monthly meeting
- Citizens Crime Watch monthly meeting
- Officer Friendly presentation at Howard Drive, Coral Reef, and Henry E. Perrine Elementary Schools
- Camping at the Park at Coral Reef Park
- DARE class at Christ Fellowship Academy
- One Blood Drive
- Crimes/Calls for Service:
  - 4 Auto Thefts
  - 0 Commercial Burglaries
  - 0 Residential Burglaries
  - 4 Vehicle Burglaries
  - 1 Robbery
  - 16 Domestic Dispute/Disturbance
  - 4 Baker Acts
  - 35 Crashes

Upcoming Events

- Security Assessment at Saint Andrews Church
- Southeast Florida Crime Prevention Association Monthly meeting
- Palmer Trinity School Safety class for seniors going off to college.
- Miami-Dade County School Community Partner Awards Luncheon
- Miami-Dade Conty Baynanza 2024 bay clean-up with Youth Crime Watch students from Howard Drive and Coral Reef Elementary Schools

- 18th Annual Deering Estate Seafood Festival
- Science Night at Vineland K-8 Center
- Dispatcher Appreciation week breakfast
- DARE Graduation at Christ Fellowship Academy
- RAD classes are being taught at The US Attorney's Office
- radKIDS classes are being conducted at Perrine Elementary School
- Village of Palmetto Bay bike ride, helmet fitting, and wellness event at Coral Reef Park.

PLANNING & ZONING

February

- Met with various property owners and applicants.
- Director Siegel attended the Palmetto Bay Business Association monthly luncheon and shared updates regarding the Village.
- Planning Division Manager, Alex Adams, and Sustainability and Resiliency Planner, Andrea Candelaria, attended the 3rd Annual Infraday Conference in Brickell on Thursday, February 8, 2024
- Conducted interviews for the Building Division Inspection and Public Records Coordinator position. Palmetto Bay resident Cheryl Chang started on February 12th.

FY2024 Budgeted Projects

- Coral Reef Park Multipurpose Building
  - Kick-off Design of building is underway. The exterior family bathroom has been added to the design. Owner/Rep services were retained to assist Village staff in this expedited project.

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

- Historic Markers
  - Staff met with Councilwoman Matson to identify sites for new historic markers.

- Geographic Information Systems (GIS) Mapping Support
  - Additional GIS mapping needs identified. Finalizing scope to achieve needs.

- CRS
  - Finalizing documents to submit to ISO for double modification ranking.
  - Preliminary review looks in great shape. Awaiting timelines details to submit.

- Resiliency Plan
  - Finalizing Asset inventory needed for Vulnerability Assessment.
  - Public survey closes Friday, April 26, 2024. 36 surveys submitted online and 26 surveys submitted by paper.

- Recycling Drive

- Spring Recycling Drive is April 27, 2024. Planning and coordination underway.

- Legislative Consultant
  - Director Siegel coordinated legislative requests with Village's lobbyist and to monitor new legislation impacts to the local government and zoning.

- Impact Fee Study
  - Director Siegel is reviewing contracts that may be suitable for piggybacking.

- Building Division Software
  - Business Tax Receipt software was launched October 30.
  - Building Permit and Inspection software building is underway.

Reviews, Applications, and Public Meetings

- Administrative Review Applications received:
  - None

- Zoning Hearing Applications Received:
  - PL-24-001 / South Motors of Dade County / 16165 S. Dixie Hwy (Jakarel Plat AKA Veterans Park) / Approval of Final Plat.

- February 8, 2024 - Regular Council Meeting Items
  - Natural Floodplain Functions Plan- Passed 5-0
  - Application to Collaborate with MDC NOAA Grants for Removing Invasive Trees along FPL Easements: Passed 5-0
  - PO for Kimley Horn for Owners Rep Services: Passed 5-0

- February 28, 2024, Zoning Hearing
  - No Zoning Hearing

- January Committee of the Whole Meeting
  - Signage Discussion and Presentation

- Business Tax:
  - Renewal: 94
  - New: 3

- Building Division
  - Received 256 permits applications.
  - 345 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 453
    - Mechanical: 30
    - Electrical: 118
    - Plumbing: 72
    - Zoning: 56

Total: 727

- Code Compliance Division
  - Common violations: property maintenance residential and commercial signage
  - New cases: 39
  - Special Master cases: 19

Upcoming Events

- Spring Recycling Drive-Thru: Saturday, April 27, 2024
- Director Siegel provided a presentation to the Palmetto Bay Business Association.

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:
Village Attorney Report-March 2024

VILLAGE ATTORNEY REPORT

MARCH 2024

1. Amend Notices for Visioning Session and Mayor's Coalition Meeting
2. Amend Veteran's Park Site Plan Resolution regarding the form and adding recording section
3. Review Final Woods Lease Amendment
4. Taylor Work Comp Conference Call
5. Baptist Health Site Plan Meeting
6. Zoning Meeting re: Oil Change Variance Request
7. Review County Commission Video
8. Review all Documents with the County re: Pocket Park
9. Letter to Mission Square regarding 1099 Corrections for two employees
10. Review/Amend All Legislation
11. Review and Amend all RFPs and Bide Solicitations
12. Supreme Court Case re: Blocking Facebook by Government Officials
13. Review Hagan Property Right-of-Way Issue
14. Read and Advise RICOH Lease Termination Provisions

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Education Advisory Board Meeting (November 7, 2023-amended)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes November 7 2023 EAC (amended)

Minutes - AMENDED

Education Advisory Committee Meeting

November 7, 2023 – 6:30 p.m.

Village Hall Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157

In attendance were the members of the committee, Chair Quick, Harry Nerenberg, Pam Schlactman, and Jorge Pulido. From the School District attending virtually were Ana Orthon and Aillete Diaz. School Board member Luisa Santos also was in attendance. From the Village of Palmetto Bay, Councilmember Marsha Matson attended.

The meeting was called to Order by Chair Quick at 6:30 p.m. The chair asked for comments from the public, of which there were the following: Mark Merwitzer and Gary Pastorella.

Chair Quick introduced everyone and asked Board Member Santos to share her thoughts and thanked her for attending. Ms. Santos presented challenges with regard to funding issues in renovating school district buildings. She currently chairs the Facilities Committee and reported on a drastic deficit in the reserves, resulting in the State Legislature's change in position with regard to sharing of impact fee funds with charter schools. She also presented that we will have our first net-zero school facility in the works.

Ms. Santos also updated the committee on the implementation of Kelly Systems as the provider of substitutes in our school system. The "fill rate" has improved, so that we are able to obtain substitutes at a higher rate. Her office will be doing a Thanksgiving event at Cutler Bay Middle and her office is looking for partners to provide collected food items. Finally, AP scores are up across the board, to which Ms. Schlactman, Chair Quick and Mr. Nerenberg added comments as to their personal experiences.

Member Nerenberg requested an update as to Ms. Santos' College Tours went, which resulted in a detailed report. Another item passed by Ms. Santos addresses mental health and anxiety, and she detailed some of the aspects of that work.

Under Old Business, Chair Quick reported on the Principals' Breakfast and the award presented to the principal of Southwood Middle School. Council liaison Tellam volunteered to take minutes to resolve the second item under this category, past minutes and future minute taking.

Going to New Business, Chair Quick asked for discussion regarding the many nominees for the Rosemary Fuller Award. Discussion ensued. A motion was made to recognize Officer Peter Judge, which was seconded and voted unanimously. A brief discussion was had as to the process and if he had previously been awarded this recognition, and upon the liaison's recommendation the committee proceeded to discuss a secondary choice. Based upon the revelation that Officer Judge was given a similar award in 2020, the committee voted to recognize Crista Dotson this year.

Moving to item 5(b), the Chair asked the committee to look at the legislative priorities and introduced Aillette Diaz the new Administrative Director for the Office of Intergovernmental Affairs. Session starts January 29th, and the District's priorities were summarized by Ms. Diaz. These priorities included an item championed by Ms. Santos, a native language assessment for students that come to the school system. Chair Quick asked for a motion to support the recommendation to the Council to support the legislative

priorities of the school district. The motion was made, seconded and voted unanimously to make this recommendation to the Council for the December meeting.

Ana Othon presented an update on the actions of the South Region, and spoke to the recent regional magnet night at the Youth Fair Fairgrounds. The event was a tremendous success.

Chair Quick and Ms. Schlactman provided updates as to the school activities. She then asked for a discussion as to the update to the Educational Compact, and Vice Mayor Tellam provided background as to the prior negotiation round. Ms. Santos and Ms. Diaz provided information as to the reclassification of Cutler Bay's compact and Ms. Diaz expressed her opinion that the language of the compact was up to date. The committee then turned to discussion as to how to best use the current language of the compact to assist in supporting our schools. Vice Mayor Tellam expressed that traffic patterns were important to understand, and requested "scatter maps" to assist with this analysis. Chair Quick expressed her interest in performance data, to provide to potential local parents to convince them of the quality of our schools as they make a choice. Mr. Pulido spoke to the need for the committee to assist with marketing our local schools, to counter the marketing of other choices. Ms. Santos provided some closing points as to her negotiations and ability to assist our committee. She recommended detailed language so that the data reports stayed steady, and to include climate surveys. The process of regular reporting pushes the school system to have better systems for reporting, and Ms. Diaz confirmed her willingness to assist.

Chair Quick then asked for input as to when the committee would next meet, and the agreement was to meet on November 28th at 6:30 p.m. The next meeting after that would be January 23rd.

Ms. Diaz asked if the school district could include Palmetto Bay to assist in spreading word about an event to recruit substitute teachers. The committee agreed and asked for a pdf once created. Chair Quick confirmed that she was in contact with the chairs of Pinecrest and Cutler Bay committees.

The meeting was adjourned at 8:15 p.m.

Respectfully submitted, by Vice Chair Diane Quick

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO ENCOURAGE PRIDE, PATRIOTISM, AND UNITY BY AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND MAKE AVAILABLE AMERICAN FLAGS AND OUTDOOR POLES TO DISPLAY "OLD GLORY" ON PALMETTO BAY RESIDENCES AND BUSINESSES BY INDEPENDENCE DAY, JULY 4, 2024; AUTHORIZING UP TO FIVE-THOUSAND DOLLARS ($5,000.00) FOR PURCHASE OF FLAGS AND POLES FOR TWENTY-FIVE DOLLARS ($25.00) EACH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Old Glory_MM
Exhibit A-Old Glory
History of the American Flag _ A Capitol Fourth

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO ENCOURAGE PRIDE, PATRIOTISM, AND UNITY BY AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND MAKE AVAILABLE AMERICAN FLAGS AND OUTDOOR POLES TO DISPLAY "OLD GLORY" ON PALMETTO BAY RESIDENCES AND BUSINESSES BY INDEPENDENCE DAY, JULY 4, 2024; AUTHORIZING UP TO FIVE-THOUSAND DOLLARS ($5,000.00) FOR PURCHASE OF FLAGS AND POLES FOR TWENTY-FIVE DOLLARS ($25.00) EACH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the flag of the United States of America is a cherished symbol of freedom and liberty, beloved by generations of Americans; and,

WHEREAS, no other national symbol captures the pride and unity of Americans more than "Old Glory," the fond nickname for the flag; and,

WHEREAS, the Village of Palmetto Bay celebrates the birthday of the United States on Independence Day, July 4th, with a grand community event, including fireworks, food, entertainment, speeches, and family fun; and,

WHEREAS, the Village wishes to demonstrate pride, patriotism, and unity by encouraging residents and businesses in the Village to display "Old Glory" outdoors on Independence Day as well as every day of the year.

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 authorizes the Village Manager to purchase and make available American flags and poles for mounted outdoor display on Palmetto Bay residences and businesses by July 4, 2024, Independence Day.

Section 3. The Village Council authorizes the Village Manager to spend up to five-thousand dollars ($5,000.00) on American flags and poles that cost up to twenty-five dollars ($25.00) each, for a total of up to two hundred (200) flags and poles to be made available to Palmetto Bay residents and businesses.

Section 4. The Village Council directs the Village Manager to advertise the availability of the flags and poles on Village social media.

Section 5. With proof of a Palmetto Bay address, residents and businesses shall obtain the flags and poles at a location the manager designates.

PASSED and **ADOPTED** this 1st day of April, 2024.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Exhibit A

“Old Glory” Resolution

Please include the links as supporting documents for the resolution.

- Bing Videos National Constitution Center: The History of the U.S. Flag
- History of the American Flag | A Capitol Fourth | PBS

Thank you.

Marsha Matson

SOUTH FLORIDA PBS
WPBT

BY:

THE HISTORY OF THE AMERICAN FLAG

On June 14, 1777, the Continental Congress passed an act establishing an official flag for the new nation. The resolution stated: “Resolved, that the flag of the United States be thirteen stripes,

alternate red and white; that the union be thirteen stars, white in a blue field, representing a new constellation." On Aug. 3, 1949, President Harry S. Truman officially declared June 14 as Flag Day.

The history of our flag is as fascinating as that of the American Republic itself. It has survived battles, inspired songs and evolved in response to the growth of the country it represents. The following is a collection of interesting facts and customs about the American flag and how it is to be displayed:

ORIGINS

- The origin of the first American flag is unknown. Some historians believe it was designed by New Jersey Congressman Francis Hopkinson and sewn by Philadelphia seamstress Betsy Ross.

- The name *Old Glory* was given to a large, 10-by-17-foot flag by its owner, William Driver, a sea captain from Massachusetts. Inspiring the common nickname for all American flags, Driver's flag is said to have survived multiple attempts to deface it during the Civil War. Driver was able to fly the flag over the Tennessee Statehouse once the war ended. The flag is a primary artifact at the National Museum of American History and was last displayed in Tennessee by permission of the Smithsonian at an exhibition in 2006.

Old Glory

Photo Credit: Hugh Talman / NMAH, SI

- Between 1777 and 1960 Congress passed several acts that changed the shape, design and arrangement of the flag and allowed stars and stripes to be added to reflect the admission of each new state.
- Today the flag consists of 13 horizontal stripes, seven red alternating with six white. The stripes represent the original 13 Colonies and the stars represent the 50 states of the Union. The colors of the flag are symbolic as well; red symbolizes hardiness and valor, white symbolizes purity and innocence, and blue represents vigilance, perseverance and justice.
- The National Museum of American History has undertaken a long-term preservation project of the enormous 1814 garrison flag that survived the 25-hour shelling of Fort McHenry in Baltimore by British troops and inspired Francis Scott Key to compose "The Star-Spangled Banner." Often referred to by that name, the flag had become soiled and weakened over time and was removed from the museum in December 1998. This preservation effort began in earnest in June 1999, and continues to this day. The flag is now stored at a 10-degree angle in a special low-oxygen, filtered light chamber and is periodically examined at a microscopic level to detect signs of decay or damage within its individual fibers.
- There are a few locations where the U.S. flag is flown 24 hours a day, by either presidential proclamation or by law:

  – Fort McHenry, National Monument and Historic Shrine, Baltimore, Maryland

  – Flag House Square, Baltimore, Maryland

  – United States Marine Corps Memorial (Iwo Jima), Arlington, Virginia

  – On the Green of the Town of Lexington, Massachusetts

  – The White House, Washington, D.C.

  – United States customs ports of entry

– Grounds of the National Memorial Arch in Valley Forge State Park, Valley Forge, Pennsylvania

INSPIRATION

- After a British bombardment, amateur poet Francis Scott Key was so inspired by the sight of the American flag still flying over Baltimore's Fort McHenry that he wrote "The Star-Spangled Banner" on Sept. 14, 1814. It officially became our national anthem in 1931.
- In 1892, the flag inspired James B. Upham and Francis Bellamy to write The Pledge of Allegiance. It was first published in a magazine called *The Youth's Companion*.

ON DISTANT SHORES

- The first time the American flag was flown overseas on a foreign fort was in Libya, over Fort Derne, on the shores of Tripoli in 1805.
- In 1909, Robert Peary placed an American flag, sewn by his wife, at the North Pole. He also left pieces of another flag along the way. It is the only time a person has been honored for cutting the flag.
- In 1963, Barry Bishop placed the American flag on top of Mount Everest.
- In July 1969, the American flag was "flown" in space when Neil Armstrong placed it on the moon. Flags were placed on the lunar surface on each of six manned landings during the Apollo program.

NASA

Photo Credit: Courtesy of nasa.gov

DISPLAYING THE STARS AND STRIPES

- The flag is usually displayed from sunrise to sunset. It should be raised briskly and lowered ceremoniously. In inclement weather, the flag should not be flown.
- The flag should be displayed daily and on all holidays, weather permitting, on or near the main administration buildings of all public institutions. It should also be displayed in or near every polling place on election days and in or near every schoolhouse during school days.
- When displayed flat against a wall or a window, or in a vertical orientation, the “union” field of stars should be uppermost and to the left of the observer.
- When the flag is raised or lowered as part of a ceremony, and as it passes by in parade or review, everyone, except those in uniform, should face the flag with the right hand over the heart.
- The U.S. flag should never be dipped toward any person or object, nor should the flag ever touch anything beneath it.

A CAPITOL FOURTH IS SPONSORED BY THE BOEING COMPANY, THE AMERICAN HOSPITAL ASSOCIATION AND MADE POSSIBLE BY THE NATIONAL PARK SERVICE, THE CORPORATION FOR PUBLIC BROADCASTING, THE DEPARTMENT OF THE ARMY AND PUBLIC TELEVISION STATIONS NATIONWIDE. ALL TRAVEL IS PROVIDED BY AMERICAN AIRLINES.

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AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Nick Marano, 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 PALMETTO BAY PARK; COMPLETING THE CONSTRUCTION OF PARK DRIVE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Park Drive-NM

RESOLUTION NO. 2024-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING PALMETTO BAY PARK; COMPLETING THE CONSTRUCTION OF PARK DRIVE AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager Nick Marano)*

WHEREAS, the only vehicular access to Palmetto Bay Park is via US 1 and SW 175 Terrace; and

WHEREAS, golf carts currently have no access point into Palmetto Bay Park; and

WHEREAS, the Village Council adopted the updated Parks Masterplan in September 2023; and

WHEREAS, the Parks Masterplan was the result of extensive public outreach, public workshops, and surveys; and

WHEREAS, the Parks Master recommends completing Park Drive as an interior access road with west side fencing constructed in a way to allow right turns only on SW 175 Terrace; and

WHEREAS, Park Drive will provide vehicular and golf cart access to Palmetto Bay Park and aid in the free flow of emergency vehicles into Palmetto Bay Park; and

WHEREAS, Park Drive can be configured to allow only a right turn on SW 175 Terrace and the addition of a gate at SW 178 Street will ensure the road is only open when Palmetto Bay Park is open; and

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. Resolution 2022-09 is superseded in its entirety.

Section 3. The Village Manager is directed to complete Park Drive, add a fence on the western edge of the right of way and an entrance gate with monument sign at SW 178 Street.

Section 4. Park Drive will be constructed in a manner that will allow only a right turn onto SW 175 Terrace using an appropriate design, materials, and signage.

Section 5. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 1st day day of April 2024.

ATTEST: **VILLAGE OF PALMETTO BAY**

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Andrea Candelaria, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PARTNER WITH THE BLUE MISSIONS PROGRAM; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham and Prepared by Sustainability and Resiliency Planner, Andrea Candelaria)*
SUGGESTED ACTION:	

ATTACHMENTS:

BLUE Missions Memo 04-01-24.doc
Reso-Blue Missions
Attachment A BLUE Missions.pdf

To: Honorable Mayor and Village Council Date: April 1st, 2024

From: Andrea Candelaria, M.P.A., Sustainability & Resiliency Planner Re: BLUE Missions Partnership

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PARTNER WITH THE BLUE MISSIONS PROGRAM; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham, Prepared by Sustainability and Resiliency Planner Andrea Candelaria*)

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is dedicated towards providing a more sustainable and resilient environment to combat the effects of climate change and often recognizes organizations that support this purpose. BLUE Missions is a 501(c)(3) non-profit organization dedicated to ensuring sustainable access to clean water for all. Through this, BLUE Missions seeks to award CauseCamps scholarships to students attending public and private middle schools within the Village. CauseCamps, which are located in Miami-Dade County, are BLUE Missions Programs that are nature-based, eco-action camps that take place in South Florida and experience environmental themes through interactive lessons, inspiring speakers, adventurous team projects, and opportunities to learn about global issues in ways students can take local action in order to help the environment. These scholarships will be fully funded through BLUE Missions and the Village of Palmetto Bay wishes to assist BLUE Missions in the outreach, solicitation, and selection of scholarship recipients.

RECOMMENDATION:

The Administration recommends that the Mayor and Village Council approve the Resolution.

FISCAL IMPACT:

None.

Attachments:

A. BLUE Missions Information Packet

RESOLUTION NO. 2024-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING SUSTAINABILITY AND RESILIENCY; AUTHORIZING THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PARTNER WITH THE BLUE MISSIONS PROGRAM; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham and Prepared by Sustainability and Resiliency Planner Andrea Candelaria*)

WHEREAS, the Village of Palmetto Bay is dedicated toward providing a more sustainable and resilient environment to combat the effects of climate change; and

WHEREAS, BLUE Missions is a 501(c)(3) non-profit organization dedicated to ensuring sustainable access to clean water for all; and

WHEREAS, CauseCamps located in Miami-Dade County, are BLUE Missions Programs that are nature-based, eco-action camps that take place in South Florida and experience environmental themes through interactive lessons, inspiring speakers, adventurous team projects, and opportunities to learn about global issues in ways students can take local action in order to help the environment; and

WHEREAS, BLUE Missions seeks to award CauseCamps scholarships to students attending public and private middle schools within the Village; and

WHEREAS, the BLUE Missions scholarships will be fully funded through BLUE Missions; and

WHEREAS, the Village of Palmetto Bay wishes to assist BLUE Missions in the outreach, solicitation, and selection of scholarship recipients.

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 authorizes the Village of Palmetto Bay's Department of Community & Economic Development Staff to assist in the outreach, solicitation and selection process of BLUE Missions CauseCamps' recipients.

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

PASSED and **ADOPTED** this 1st day of April 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

BLUE MISSIONS

REACH

FIND YOUR DROP



BLUE Missions is a nonprofit dedicated to ensuring sustainable access to clean water for all.

Our work has connected over 30,335 people with access to clean water through community-led projects in Latin America.

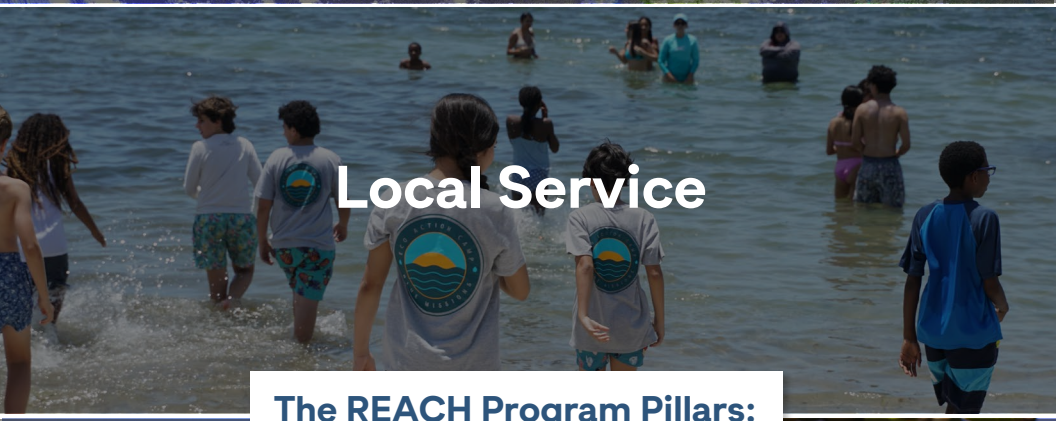
However, regardless of our progress, the world continues to become increasingly water-stressed by the effects of deforestation, pollution, overconsumption, and climate change. We realized, if we were going to truly aim towards "water for all" we needed to do more than connect people with faucets, we needed to protect water sources and help educate the next generation of sustainability leaders by finding their DROP.

The Solution: Stewardship

Through educational programs for middle and high school students, we are simplifying sustainability to inspire stewardship. From free standards-based online courses, to in-person service camps and leadership programs, we are cultivating a cultural shift that values conservation over consumption.







The REACH Program Pillars:





CauseClass:

THE CLIMATE CURE

Virtual Learning

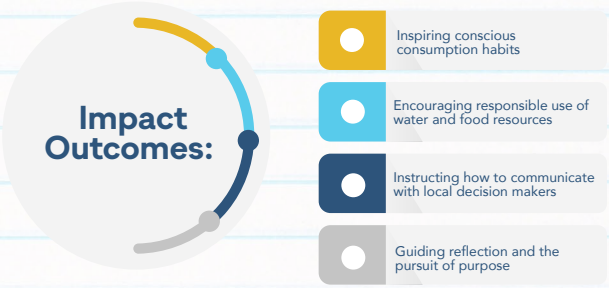
Grades 6 - 12

This free four part series of online courses takes a solutions-based approach to teaching climate change. Through short documentaries, creative activities and reflections, students are engaged about the issues facing the natural world and their power to make an impact.

20 hours of community service awarded with each course.
80 hours of community service for completing the series.

Key Learning Objectives Aligned to Next Generation Sunshine State Standards

- Understand why the climate is changing and how that affects our ability to meet future needs
- Understand the principles of sustainable natural resource management
- Analyze how environmental stewardship can regenerate healthy ecosystems to support all living beings
- Understand planetary natural cycles that replenish critical resources like water, soil, and carbon
- Examine the relationship between consumer demand and natural resource extraction in order to value sustainable industry
- Explore circular models of resource use that can be integrated into communities, industries, and homes
- Learn about simple lifestyle shifts that create a lower personal environmental footprint
- Reflect on the role of a steward and the concept of purpose



over 2500 students enrolled
28,720 community service hours earned

BLUE 2023

CAUSE CAMPS

Local Service

- Grades 6 - 8

A nature-based eco-action camp like no other! Spring and summer camp experience with envi - ronmental themes open to middle schoolers. Through interactive lessons, inspiring speakers, and adventurous team projects, our campers learn about global issues and all the ways they can take local action. Full need-based scholarships are provided to ensure program accessibility.

- Outdoor adventures
- Marine research
- Habitat restoration
- Art and activism
- Wildlife conservation
- Sustainable farming
- Energy innovation
- Purpose reflections



BUILDING YOUNG LEADERS

Leadership Training

- Grades 9 - 12

During this three-month program, a cohort of passionate students are mentored by local sustainability leaders to learn how to affect positive change in their communities through different Impact Pathways. Upon graduation from the program, students will present their own innovative sustainability solutions using their chosen Impact Pathway.

Certificate of Service Leadership provided upon completion.

Impact Pathways - Areas to channel your drop into impact

Through mentorship, shadowing and lectures, students explore different career opportunities available in each Impact Pathway.

- **Scientific Research**
- **Education and Nonprofit Programming**
- **Art and Activism**
- **Social Entrepenuership**
- **Policy Advocacy**



BLUE.CLUB

Community Building

Grades 6 - 12

The BLUE.Club is a school based group for service and eco-action. REACH partners with local impact leaders to host environmental service opportunities and inspiring panel discussions and networking. From clean-ups to habitat restoration, we aim to build community around local stewardship of our water resources.

BLUE.Club connects students who are passionate about making climate moves. The REACH team will provide your BLUE.Club guidance and support throughout the year. BLUE.Club members will earn service hours based on monthly service opportunites.

Saturday Service

Get your hands dirty and take part in direct community service opportunities servicing our local ecosystems and sustainability initiatives.**Open to students and families!**





How To Get Involved

reach@bluemissions.org
888-702-2583

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: April 1, 2024

SUBMITTED BY: Fanny Carmona, Parks and Recreation

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH WESCOTURF FOR THE PURCHASE OF ONE (1) TORO GROUNDSMASTER 3500-D MOWER, MODEL 30807 PURSUANT TO STATE CONTRACT 101900-21-STC; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED FORTY-SEVEN THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NINETEEN CENTS ($47,560.19) FROM THE FISCAL YEAR 2023-2024 PARKS AND RECREATION CAPITAL BUDGET; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks and Recreation Director, Fanny Carmona)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-Purchase of Toro 3500-D Groundsmaster Mower.doc
RESO-Purchase of Toro PBP 2024.doc
Quotes-Toro 3500-D Model 30807 Turf Mower.pdf

To: Honorable Mayor and Village Council

Date: April 1, 2024

From: Nick Marano, Village Manager

Re: Purchase of Toro GroundsMaster 3500-D Model 30807 Mower from WescoTurf

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH WESCOTURF FOR THE PURCHASE OF ONE (1) TORO GROUNDSMASTER 3500-D MOWER, MODEL 30807 PURSUANT TO STATE CONTRACT 101900-21-STC; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $47,560.19 FROM THE FY2023-2024 PARKS AND RECREATION CAPITAL BUDGET AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Fanny Carmona, Parks and Recreation Director)

BACKGROUND AND ANALYSIS:

Palmetto Bay Park offers many desirable amenities including six (6) softball fields heavily used by eight (8) high schools, eleven (11) Howard-Palmetto Rec League and nine (9) travel teams. Needless to say, the fields require constant upkeep and maintenance to accommodate safe and playable usage. A key component of turf maintenance is an effective mowing program, handled over the years with the use of a Toro Reelmaster 2000 mower. The past few years, this aging unit has deteriorated and received major repairs, however, we have reached the point whereby continuing to put money into this machine is no longer feasible. To that end, quotes were obtained for the procurement of a replacement commercial mower, as follows.

Manufacturer/Model	Vendor	Cost	May 2021 Cost
Jacobsen AR331*	Joe Blair Garden Supply	$42, 819	$29, 784.76
Toro GroundsMaster 3500-D Model 30807	WescoTurf	$47,560.19	$36,187.50
John Deere 7400A	Everglades Equipment	$59,697.33	$48,212.33

*Although the Parks Department had initially planned on the purchase of another Jacobsen AR331 mower for Palmetto Bay Park same as purchased in May of 2021 for Coral Reef Park, we learned that Jacobsen has relocated outside of the United States to the United Kingdom, and unfortunately parts are not readily available in the U.S. Additionally, as of March 1, 2024, Joe Blair Garden Supply of Miami will no longer be an authorized Jacobsen dealer, and the new State distributor and service provider for Jacobsen will be Global Turf Equipment of San Antonio, Florida (thirty-two miles north of Tampa), which will likely reduce the availability of timely services.

In that we have experienced negative issues with Jacobsen since relocation outside the U.S., and now compounded by the announcement of a new State distributor and service provider some 309 miles away, we are recommending the second lowest quote from WescoTurf for the Toro GroundsMaster 3500-D, Model 30807, manufactured in the United States. The unit will be maintained by WescoTurf's service provider Hector Turf of Deerfield Beach. The standard warranty for this Toro unit is 2-year/1500 hours; however, the above noted cost includes an additional 3-year warranty (5-years in total up to 3500 hours).

FISCAL IMPACT:
Funding is available from the Parks and Recreation FY2032-2024 Capital Improvement Budget.

Attachments (3):

- Proposals from 1) Joe Blair Garden Supply; 2) WescoTurf; 3) Everglades Equipment Group

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH WESCOTURF FOR THE PURCHASE OF ONE (1) TORO GROUNDSMASTER 3500-D MOWER, MODEL 30807 PURSUANT TO STATE CONTRACT 101900-21-STC; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $47,560.19 FROM THE FY2023-2024 PARKS AND RECREATION CAPITAL BUDGET AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Fanny Carmona, Parks and Recreation Director)

WHEREAS, Palmetto Bay Park offers many desirable amenities including six (6) softball fields and one (1) multi-use open field accommodating youth sports leagues and high school play; and

WHEREAS, the park's turf mower, a Toro ReelMaster 2000, is no longer operable to adequately maintain a safe and playable field surface, and its repair is deemed to be unfeasible; and

WHEREAS, as a continuation of the mower replacement effort initiated in May of 2021 for Coral Reef Park, the same scenario existed at Palmetto Bay Park whereby procurement of a new turf mower is deemed essential; and

WHEREAS, procurement of a new mower, specifically the Toro GroundsMaster 3500-D, Model 30807, will provide years of quality service in keeping the fields properly maintained; and, may be purchased through WescoTurf at a State contract cost of $47,560.19; and

WHEREAS, funding for this purchase has been allocated as a part of the 2023-2024 Capital Improvement Program; and

WHEREAS, the Mayor and Council may authorize the Village Manager to enter into an agreement for the purchase of the specified Toro GroundsMaster 3500-D mower from WescoTurf for defined use at Palmetto Bay Park.

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

Section 1. The Village Manager is hereby authorized to enter into an agreement with WescoTurf for the purchase of one (1) Toro GroundsMaster 3500-D, Mower. Model 30807, including a 5-year/3500 hour warranty.

Section 2. The Village Manager is hereby authorized to approve an expenditure of funds for this purchase not to exceed $47,560.19.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of April, 2024.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

DATE
5/30/23
TIME
12:31
SALESMAN
079/079
STORE
1

Terminal: 12

Joe Blair Garden Supply

320 NE 79th ST.
MIAMI, FL 33138

305-757-5554

www.joeblairlawnmower.com

INVOICE
793123
P/O NUMBER
WORK ORDER
PAGE
1 of 1

BILL TO ACCOUNT: 4693344
VILLAGE OF PALMETTO BAY 9705 EAST HIBISCUS STREET PALMETTO BAY, FL 33157

Tax Exempt # 858012611733

SHIP TO ACCOUNT:
VILLAGE OF PALMETTO BAY 9705 EAST HIBISCUS STREET PALMETTO BAY, FL 33157

ALL PROPERTY BELONGS TO JOE BLAIR GARDEN SUPPLY
UNTIL PAID IN FULL. NO RETURNS ON SPECIAL ORDERS,
ELEC. COMPONENTS AND ALL PRE/POST STORM SALES.

Shipped VIA: CUSTOMER PICKUP
Department: 1

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		JAE	068021-E410K	AR 331		42819.00	42819.00
1	1		BIE	Z3000	993CC VANG BLOWER	16000.00	12000.00	12000.00
				SN- 1.				
1	1		SME	73000	SWEEP STAR 72		45406.80	45406.80
				SELF CONTAINED UNIT YOU CAN DRIVE...				
1	1		SME	72000	SWEEP STAR 72 PTO		41980.50	41980.50
				TOW BEHIND UNIT...				
				TOW BEHIND UNIT REQUIRES 35 HP PTO TRACTOR				

QUOTE ONLY

Acct. Balance: 600.68

SUB TOTAL	142206.30
MISC	0.00
LABOR	0.00
Tax: 7.000	0.00
DOWN PAYMENT	
INVOICE TOTAL	142206.30

WESCO TURF INC.

Kirk Hearin

Village of Palmetto Bay

,

Dear Kirk Hearin,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Chris Fordney

Commercial Sports Fields & Grounds Territory Manager
(941) 650-1257, chris.fordney@wescoturf.com

WESCOTURF INC.

2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-19106
Date: October 26, 2023
Expires: November 25, 2023

Prepared For:

Kirk Hearin
Village of Palmetto Bay

Bill To:

VILLAGE OF PALMETTO BAY
9705 E HIBISCUS STREET

PALMETTO BAY, FL 33157

Ship To:

VILLAGE OF PALMETTO BAY
PUBLIC SERVICES
9495 SW 180TH STREET
PALMETTO BAY, FL 33157

State Contract Number: 25101900-21-STC

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	30849	Toro Groundsmaster 3505-D	$50,101.00	$39,178.98	$39,178.98
	1	30358	Bimini Canvas Sunshade	$341.00	$266.66	$266.66
	1	CM535-30849	TPP Comprehensive +3 Years, 3500 Hours	$2,371.00	$2,371.00	$2,371.00
			Total			**$41,816.64**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	30849	Toro Groundsmaster 3505-D	$50,101.00	$39,178.98	$39,178.98
	1	30669	White Universal Sunshade	$940.00	$735.08	$735.08
	1	136-3315	Wheel Weight Kit GM3500/RM3100	$1,222.59	$956.07	$956.07
	1	CM535-30849	TPP Comprehensive +3 Years, 3500 Hours	$2,371.00	$2,371.00	$2,371.00
			Total			**$43,241.13**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	30807	Toro Groundsmaster 3500-D	$56,544.00	$44,217.41	$44,217.41
	1	136-3421	LH LIFTARM ASM **PP	$255.83	$200.06	$200.06
	1	136-3423	RH LIFTARM ASM **PP	$255.83	$200.06	$200.06
	1	30358	Bimini Canvas Sunshade	$341.00	$266.66	$266.66
	1	CM535-30807	TPP Comprehensive +3 Years, 3500 Hours	$2,676.00	$2,676.00	$2,676.00
			Total			**$47,560.19**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	30807	Toro Groundsmaster 3500-D	$56,544.00	$44,217.41	$44,217.41
	1	136-3421	LH LIFTARM ASM **PP	$255.83	$200.06	$200.06
	1	136-3423	RH LIFTARM ASM **PP	$255.83	$200.06	$200.06
	1	136-3315	Wheel Weight Kit GM3500/RM3100	$1,222.59	$956.07	$956.07
	1	30669	White Universal Sunshade	$940.00	$735.08	$735.08
	1	CM535-30807	TPP Comprehensive +3 Years, 3500 Hours	$2,676.00	$2,676.00	$2,676.00
			Total			**$48,984.68**

Terms:	Net 30
Equipment Total	$181,602.64
Sales Tax	$0.00
Totals:	$181,602.64

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain h equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt he Equipment prior to any change in price by the manufacturer.

ase indicate your acceptance of this quote as an order by signing below and returning via email to chris.fordney@wescoturf.com or 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

gned: _____

ame: _____

ate: _____

ink you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to itact me.

cerely,

ris Fordney

nmercial Sports Fields & Grounds Territory Manager
1) 650-1257, chris.fordney@wescoturf.com

JOHN DEERE

ustomer:

uotes are valid for 30 days from the creation date or upon contract xpiration, whichever occurs first.

Purchase Order (PO) or Letter of Intent (LOI) including the below formation is required to proceed with this sale. The PO or LOI will be turned if information is missing.

Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Frank Mckee

Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426

Tel: 561-732-8905
Mobile Phone: 561-723-2062
Fax: 561-732-8949
Email: fmckee@efe1963.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

Everglades Equipment Group

Quote Id: 30234492

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426
561-732-8905
info@efe1963.com

Prepared For:

VILLAGE OF PALMETTO BAY



Proposal For:

Delivering Dealer:
Frank Mckee

Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426

561-732-8905
info@efe1963.com

Quote Prepared By:
Frank Mckee
561-723-2062
fmckee@efe1963.com

Date: 16 January 2024

Offer Expires: 29 February 2024

JOHN DEERE

Everglades Equipment Group

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426
561-732-8905
info@efe1963.com

Quote Summary

Prepared For:
VILLAGE OF PALMETTO BAY
9705 E HIBISCUS ST
MIAMI, FL 33157
Business: 305-259-1234

Delivering Dealer:
Everglades Equipment Group
Frank Mckee
1365 Neptune Drive
Boynton Beach, FL 33426
Phone: 561-732-8905
Mobile: 561-723-2062
fmckee@efe1963.com

Quote ID: 30234492
Created On: 16 January 2024
Last Modified On: 16 January 2024
Expiration Date: 29 February 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower	$ 77,529.00	$ 59,697.33	X	1	=	$ 59,697.33

Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)
Price Effective Date: January 15, 2024

Equipment Total **$ 59,697.33**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 59,697.33
Trade In	
SubTotal	**$ 59,697.33**
Est. Service Agreement Tax	$ 0.00
Total	$ 59,697.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 59,697.33**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Everglades Equipment Group

Selling Equipment

Quote Id: 30234492 **Customer Name:** VILLAGE OF PALMETTO BAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Everglades Equipment Group
1365 Neptune Drive
Boynton Beach, FL 33426
561-732-8905
info@efe1963.com

JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower

Hours:
Stock Number:
Contract: FL Ag & Lawn Equip 25101900-21-STC (PG F2 CG 22)
Price Effective Date: January 15, 2024

Suggested List *
$ 77,529.00
Selling Price *
$ 59,697.33

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
143HTC	7400A TerrainCut Trim and Surrounds Mower	1	$ 77,529.00	23.00	$ 17,831.67	$ 59,697.33	$ 59,697.33
	Standard Options - Per Unit						
001A	United States/Canada	1	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries (English / Spanish)	1	$ 0.00	0.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			$ 77,529.00		$ 17,831.67	$ 59,697.33	$ 59,697.33

Confidential

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO. 33-5033-000-0040 AND NO. 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF VILLAGE REQUIREMENTS TO AN EXTENDED PERIOD ENDING OCTOBER 31, 2026; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-The Woods -First Amendment to Lease Agreement.doc
RESO-Woods- First Amendment to Lease Agreement Final.doc
Village of Palmetto Bay - Amendment to Lease (REVISED 3.7.24).docx

To: Honorable Mayor and Village Council

Date: April 1, 2024

From: Nick Marano, Village Manager

Re: "The Woods"- First Amendment To Lease agreement

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO.:33-5033-000-0040 AND NO.: 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF VILLAGE REQUIREMENTS TO AN EXTENDED PERIOD ENDING OCTOBER 31, 2026, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

On April 2, 2018, the Village of Palmetto Bay, (the "Village" or "Tenant"), via Resolution 2018-43, authorized the Village Manager to entered into a Lease Agreement (the "Lease") with Miami Dade County for a County-owned 8.69 acre parcel known as 'The Woods' and as identified as Folios No.: 33-5033-000-0040 and No.: 33-5033-000-0050, for the purpose of developing a passive Village park (the Premises/Property).

On September 4, 2019, the County, through its Board of County Commissioners, via Resolution R-968-19, approved a Lease with the Village for the Property. The Lease included the following requirements to be met within four (4) years from the start of the Lease: installing a minimum of six (6) park benches, a nature trail either around or through the Property, four (4) interpretive signs explaining the existence and value of any vegetation and wildlife on the Property, as well as similar passive park improvements throughout for the benefit of residents of the Village and all of the County.

The Village and the County are desirous of amending the Lease to extend the mandated dates for the required improvements, as found in Section 10.02. To

effectuate the modified timeline requirements, the proposed Lease shall incorporate language to read as follows: “The Tenant shall ensure that all of the required improvements to the Premises, as described in this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026”.

FISCAL/BUDGETARY IMPACT:
It is estimated that the cost to complete the said requirements will be +/- $750,000.

RECOMMENDATION:
Approval is recommended.

Attachments (2):

- First Amendment to Lease Agreement
- Lease Agreement

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO APPROVE AND EXECUTE A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR COUNTY-OWNED PROPERTY KNOWN AS "THE WOODS" AND IDENTIFIED AS FOLIOS NO.:33-5033-000-0040 AND NO.: 33-5033-000-0050, FOR THE PURPOSE OF MODIFYING THE MANDATED TIMEFRAME FOR COMPLETION OF VILLAGE REQUIREMENTS TO AN EXTENDED PERIOD ENDING OCTOBER 31, 2026, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, on April 2, 2018, the Village of Palmetto Bay, (the "Village" or "Tenant"), via Resolution 2018-43 authorized the Village Manager to entered into a Lease Agreement (the "Lease") with Miami-Dade County for a County-owned 8.69 parcel known as 'The Woods' and identified as Folios No.: 33-5033-000-0040 and No.: 33-5033-000-0050, for the purpose of developing a passive Village park (the "Property" or "Premises"); and

WHEREAS, on September 4, 2019, the County through its Board of County Commissioners, via Resolution R-968-19, approved a Lease with the Village for the Property; and

WHEREAS, the Lease included the following requirements to be met within four (4) years from the start of the Lease: installing a minimum of six (6) park benches, a nature trail, either around or through the Property, four (4) interpretive signs explaining the existence and value of any vegetation and wildlife on the Property, as well as similar passive park improvements throughout, for the benefit of residents of the Village and all of the County; and

WHEREAS, the Village and the County are desirous of amending the Lease to extend the mandated dates for the required improvements, as found on Section 10.02; and has incorporated language to read as follows: “The Tenant shall ensure that all of the required improvements to the Premises, as described in this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026”.

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

Section 1. The Village Manager is authorized to execute the First Amendment to Lease Agreement by and between Miami-Dade County and the Village of Palmetto Bay, amending the mandated timeframe for completion of all required improvements to October 31, 2026, as per the attached copy of the Amendment identified as Exhibit “A”.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of April, 2024.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("Amendment") is entered into and made effective on this ____ day of _____, 2024 by and between Miami-Dade County, a political subdivision of the State of Florida (the "**Landlord**"), and Village of Palmetto Bay, a municipal corporation (the "**Tenant**"). The Landlord and the Tenant are collectively referred to as the "**Parties.**"

RECITALS

WHEREAS, the Landlord is the owner of two (2) parcels of land, having Folio Numbers: 33-5033-000-0040, consisting of approximately 183,387.6 square feet, and 33-5033-000-0050, consisting of approximately 195,148.8 square feet of land (together the "**Premises**"); and

WHEREAS, on September 4, 2019, the Landlord, through its Board of County Commissioners, by Resolution, R-968-19, approved a Lease Agreement that leased the Premises to the Tenant, for a passive park ("**Lease Agreement**"); and

WHEREAS, the Lease Agreement commenced on or about October 1, 2019, and within the first twelve (12) months the Tenant was required to install and maintain a permanent sign stating that the Premises is a passive park, and that such park was created out of a partnership between the Landlord and the Tenant, for the residents of Miami-Dade County; and

WHEREAS, within four (4) years from the start of the Lease Agreement, the Tenant was required was required to perform other improvements to the Premises, including, but not limited to installing a minimum of six (6) park benches, a nature trail (either around or through the Premises, four (4) interpretative signs (explaining the existence and value of any vegetation and wildlife on the Premises, as well as similar passive park improvements throughout the Premises, for the benefit of the residents of Miami-Dade County; and.

WHEREAS, generally the Tenant is required to install any and all desired or necessary pathways, sidewalks, walkways and/or trails, in adjacent to, or leading to or from the Premises; and

WHEREAS, the Tenant states that it is now anticipated that all of the required improvements will be completed by the Tenant by October 31, 2026; and

WHEREAS, the Landlord and Tenant are desirous of amending the Lease Agreement to extend the previously scheduled dates for the required improvements to the Premises.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is acknowledged and agreed by both the Tenant and the Landlord, the Parties agree to the following:

AGREEMENT

ARTICLE 1
INCORPORATION OF RECITALS

The Landlord and Tenant hereby acknowledge and agree that the foregoing recitals are true and correct and are incorporated into this Amendment by this reference.

ARTICLE 2
EFFECTIVE DATE OF THIS AMENDMENT

This Amendment shall become effective on the first (1st) day of the month after its approval by the Board of County Commissioners, and the expiration of the ten (10) day veto period by the Mayor of Miami-Dade County; if vetoed by the Mayor, this Amendment shall only become effective upon a two-thirds (2/3) vote of the Board of County Commissioners overriding the Mayor's veto ("**Effective Date**").

ARTICLE 3
MODIFICATION OF DATES IN THE LEASE AGREEMENT

The Parties hereby agree to change the completion date for the requisite improvements, as found in Section 10.02 of the Lease Agreement, and to replace such timeline requirements with the following:

> The Tenant, at its sole cost and expense, shall ensure that all of the required improvements to the Premises, as described in Section 10.02 of this Lease Agreement, shall be completed by the Tenant no later than October 31, 2026.

ARTICLE 4
MODIFICATION OF OTHER OBLIGATIONS IN THE LEASE AGREEMENT

All other provisions of the Lease Agreement are and shall remain the same.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord has caused this Amendment to be executed in its name by the Mayor of Miami-Dade County, or the County Mayor's designee, as authorized by the Board of County Commissioners, and the Tenant has caused this Amendment to be executed by its duly authorized representative.

Approved as to form and
legal sufficiency

By: _____
Assistant County Attorney

ATTEST:

JUAN FERNANDEZ-BARQUIN, CLERK OF COURT AND COMPTROLLER

By: _____
Deputy Clerk

LANDLORD:

Miami-Dade County,
a political Subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

By:
Name:_____
Title: _____

Date:_____

TENANT:

Village of Palmetto Bay
a municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Alessia Bencomo, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PROCUREMENT; APPROVING THE SELECTION OF AQUATIC CONTROL GROUP, INC. TO PROVIDE CANAL MAINTENANCE SERVICES, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($26,850.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso - Canal Maintenance Services.doc
Reso Memo - Canal Maintenance Services.doc
Exhibit A - Recommendation.pdf
Exhibit B - Tabulation and Bid Sheets.pdf
Exhibit C - ITB# 2024-11-007 Canal Maintenance Services.pdf
Exhibit D - Bid - Aquatic Control Group, Inc..pdf

Exhibit E - Bid - A Native Tree Service, Inc..pdf
Exhibit F - Bid - SFM Landscape Services, LLC.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF AQUATIC CONTROL GROUP, INC. TO PROVIDE CANAL MAINTENANCE SERVICES, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($26,850.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

WHEREAS, in order to keep our canals clean and maintained, the Village published an ITB# 2024-11-007 Canal Maintenance Service on February 16th, 2024; and

WHEREAS, the Village received a total of three (3) bids on March 8th, 2024; and

WHEREAS, Aquatic Control Group, Inc. was the lowest responsive, responsible Bidder.

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

Section 1. The selection of Aquatic Control Group, Inc. pursuant to ITB# 2024-11-007, entitled “Canal Maintenance Services” is hereby approved.

Section 2. The Village Manager is authorized to negotiate and enter into a contract with Aquatic Control Group, Inc. and issue a purchase order in the amount of Twenty-Six Thousand Eight Hundred Fifty Dollars and Zero Cents ($26,850.00) annually for three (3) years with an optional extension per year, not to exceed five (5) consecutive years.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ____ day of _____ 2024.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council Date: March 12, 2024

From: Nick Marano, Village Manager Re: Canal Maintenance Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF AQUATIC CONTROL GROUP, INC. TO PROVIDE CANAL MAINTENANCE SERVICES, PURSUANT TO INVITATION TO BID (ITB) NO. 2024-11-007; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF TWENTY-SIX THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS ($26,850.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

There are two (2) canals the Village maintains which are the Maral section and the BelAire section canals. These canals need floating debris pick up, herbicides to control the weeds and algae, cleaning culverts above water and several other maintenance requirements by industry standard. An ITB# 2024-11-007 for Canal Maintenance Services was published on February 16th, 2024 and the Village received three (3) bids to furnish the services requested. The lowest most responsive, responsible bidder was Aquatic Control Group, Inc.

FISCAL IMPACT:

Under the adopted 2023-2024 fiscal year budget, the allocated amount for canal maintenance is Thirty-Six Thousand Dollars and Zero Cents ($36,000.00).

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2024-11-007
D. Bid – Aquatic Control Group, Inc.
E. Bid – A Native Tree Service, Inc.
F. Bid – SFM Landscape Services, LLC.

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 3/11/2024

ITB#: 2024-11-007 **Item/Service:** Canal Maintenance Services

Attach please find the tabulation and bid proposals

I. Procurement Comments:

There was a total of three (3) bids received; Aquatic Control Group, Inc., SFM Landscape Services, Inc., and Native Trees Services, Inc.

II. Recommendation:

a. Which bid is being recommended? Aquatic Control Group, Inc.

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

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

c. Is the recommendation the lowest bid received? Yes __X__ No ____

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held April 1, 2024.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 03/11/24

Nick Marano, Village Manager

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

											Aquatic Control Group, Inc.		SFM Landcsape Services, LLC.		A Native Tree Service, Inc.	
Name	**Location**	**Side of Road**	**FROM**	**TO**	**WIDTH**	**LENGTH**	**MILES**	**SQUARE FEET**	**ACRES**		**COST PER VISIT**	**TOTAL COST**	**COST PER VISIT**	**TOTAL COST**	**COST PER VISIT**	**TOTAL COST**
ITEM 1: DEBRIS REMOVAL FROM CULVERTS AND CANAL - ABOVE WATER TWICE ANNUALLY																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 2,000.00	$ 4,000.00	$ 740.00	$ 1,480.00	$ 7,120.00	$ 14,240.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 2,000.00	$ 4,000.00	$ 740.00	$ 1,480.00	$ 6,907.00	$ 13,814.00
						TOTAL	0.82	204,000	4.69		$ 4,000.00	$ 8,000.00	$ 1,480.00	$ 2,960.00	$ 14,027.00	$ 28,054.00
ITEM 2: DEBRIS REMOVAL FROM CULVERTS AND CANAL - BELOW WATER ONCE ANNUALLY																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 1,000.00	$ 1,000.00	$ 2,200.00	$ 4,400.00	$ 7,120.00	$ 7,120.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 1,500.00	$ 1,500.00	$ 2,200.00	$ 4,400.00	$ 6,907.00	$ 6,907.00
						TOTAL	0.82	204,000	4.69		$ 2,500.00	$ 2,500.00	$ 4,400.00	$ 8,800.00	$ 14,027.00	$ 14,027.00
ITEM 3: HERBICIDE TREATMENT - ABOVE WATER TWICE ANNUALLY																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 1,500.00	$ 3,000.00	$ 1,070.00	$ 2,140.00	$ 3,980.00	$ 7,960.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 1,500.00	$ 3,000.00	$ 1,070.00	$ 2,140.00	$ 3,730.00	$ 7,460.00
						TOTAL	0.82	204,000	4.69		$ 3,000.00	$ 6,000.00	$ 2,140.00	$ 4,280.00	$ 7,710.00	$ 15,420.00
ITEM 4: HERBICIDE TREATMENT - CANAL BANKS TWICE ANNUALLY																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 1,000.00	$ 2,000.00	$ 1,070.00	$ 2,140.00	$ 3,980.00	$ 7,960.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 1,000.00	$ 2,000.00	$ 1,070.00	$ 2,140.00	$ 3,730.00	$ 7,460.00
						TOTAL	0.82	204,000	4.69		$ 2,000.00	$ 4,000.00	$ 2,140.00	$ 4,280.00	$ 7,710.00	$ 15,420.00
ITEM 5: OBSTRUCTION REMOVAL - ONCE ANNUALLY																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 1,500.00	$ 1,500.00	$ 320.00	$ 320.00	$ 7,120.00	$ 7,120.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 1,500.00	$ 1,500.00	$ 320.00	$ 320.00	$ 6,907.00	$ 6,907.00
						TOTAL	0.82	204,000	4.69		$ 3,000.00	$ 3,000.00	$ 640.00	$ 640.00	$ 14,027.00	$ 14,027.00
ITEM 6: ONE TIME CLEAN-UP (TRIMMING OF TREES, REMOVAL OF VEGETATION AND DEBRIS FROM CANAL BANKS EASEMENT, AND ABOVE WATER FLOATING DEBRIS)																
BelAire Section	SW 91 AVE / SW 181 TERRACE	EAST / NORTH	C-100B CANAL	SW 178 TERRACE / SW 92 AVENUE	60	1,375	0.42	82,500	1.9		$ 1,000.00	$ 1,000.00	$ 5,400.00	$ 5,400.00	$ 17,280.00	$ 17,280.00
SW MARAL SECTION	SW 87 AVENUE	WEST	SW 168 STREET	SW 174 STREET	60	2,025	0.4	121,500	2.79		$ 1,500.00	$ 1,500.00	$ 5,400.00	$ 5,400.00	$ 16,762.00	$ 16,762.00
						TOTAL	0.82	204,000	4.69		$ 2,500.00	$ 2,500.00	$ 10,800.00	$ 10,800.00	$ 34,042.00	$ 34,042.00
ADDITIONAL SERVICES	MOWING OF FLAT AREAS (AS NEEDED)											$ 200.00		$ 800.00		$ 1,895.00
ADDITIONAL SERVICES	MOWING OF CANAL BANKS (AS NEEDED)											$ 650.00		$ 800.00		$ 4,160.00
BID TOTAL												**$ 26,850.00**		**$ 33,360.00**		**$ 127,045.00**

Type

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$2000.00	$4,000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$2000.00	$4,000.00
						TOTAL:	0.82	204,000	4.69	$4,000.00	$8,000.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1000.00	$1,000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1,500.00	$1,500.00
						TOTAL:	0.82	204,000	4.69	$2500.00	$2500.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1500.00	$3000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1500.00	$3000.00
						TOTAL:	0.82	204,000	4.69	$3000.00	$6,000.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1000.00	$2000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1000.00	$2000.00
						TOTAL:	0.82	204,000	4.69	$2,000.00	$4000.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1500.00	$1500.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1500.00	$1500.00
						TOTAL:	0.82	204,000	4.69	$ 3000.00	$3,000.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1000.00	$ 1000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1500.00	$ 1500.00
						TOTAL:	0.82	204,000	4.69	$ 2500.00	$ 2500.00
									TOTAL ITEMS I - VI:	$17,000.00	$26,000.00

Additional Services: Mowing of Flat Areas (as needed) $200.00

Mowing of Canal Banks (as needed) $650.00

Total Bid Amount..... $26,850.00

Signature of Official Mark

Name (typed) Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 03 06 2024

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 14,240.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 13,814.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 28,054.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 7,120.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 6,907.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 14,027.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 3,980.00	$ 7,960.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 3,730.00	$ 7,460.00
						TOTAL:	0.82	204,000	4.69	$ 7,710.00	$ 15,420.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 3,980.00	$ 7,960.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 3,730.00	$ 7,460.00
						TOTAL:	0.82	204,000	4.69	$ 7,710.00	$ 15,420.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 7,120.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 6,907.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 14,027.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 17,280.00	$ 17,280.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 16,762.00	$ 16,762.00
						TOTAL:	0.82	204,000	4.69	$ 34,042.00	$ 34,042.00
									TOTAL ITEMS I - VI:	$ 91,543.00	$ 120,990.00

Additional Services: Mowing of Flat Areas (as needed) $ 1,895.00

Mowing of Canal Banks (as needed) $ 4,160.00

Total Bid Amount..... $ 127,045.00

Signature of Official

Name (typed) Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 740.00	$ 1,480.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 740.00	$ 1,480.00
						TOTAL:	0.82	204,000	4.69	$ 1,480.00	$ 2,960.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 2,200.00	$ 4,400.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 2,200.00	$ 4,400.00
						TOTAL:	0.82	204,000	4.69	$ 4,400.00	$ 8,800.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1,070.00	$ 2,140.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1,070.00	$ 2,140.00
						TOTAL:	0.82	204,000	4.69	$ 2,140.00	$ 4,280.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1,070.00	$ 2,140.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1,070.00	$ 2,140.00
						TOTAL:	0.82	204,000	4.69	$ 2,140.00	$ 4,280.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 320.00	$ 320.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 320.00	$ 320.00
						TOTAL:	0.82	204,000	4.69	$ 640.00	$ 640.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 5,400.00	$ 5,400.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 5,400.00	$ 5,400.00
						TOTAL:	0.82	204,000	4.69	$ 10,800.00	$ 10,800.00
										TOTAL ITEMS I - VI:	$ 31,760.00

Additional Services: Mowing of Flat Areas (as needed) $ 800.00

Mowing of Canal Banks (as needed) $ 800.00

Total Bid Amount..... $33,360.00

Signature of Official _____

Name (typed) Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

Invitation to Bid

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

TITLE:

Canal Maintenance Services

ITB NO.:

2024-11-007

DUE DATE:

Friday, March 8th, 2024 on or before 3:00 p.m. EST (Municipal Building)

ISSUED: Friday, February 16th, 2024

CONTACT PERSON:

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

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)

No. 2024-11-007

Canal Maintenance Services

The Village of Palmetto Bay is currently soliciting for canal maintenance services. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Friday, March 8th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Canal Maintenance Services ITB# 2024-11-007**". **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 **Friday, March 1st, 2024, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Friday, February 16th, 2024**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Canal Maintenance Services (the "Project")

The Village is seeking a qualified contractor to perform canal maintenance services on two (2) canals within the Village. Namely, these are the SW Marl Estates Section Canal and the Bel Aire Section Canal (please see Exhibit "A": CANAL LOCATION MAP). Maintenance frequencies are described in the Bid Form (please see Section 4.1 Bid Form).

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

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

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, March 5th, 2024, no later than 3:00 p.m.

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

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:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

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. ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.

3.15 Accounting

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

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, 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 and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense 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 the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the 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, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance protection 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 by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the bidder agrees that in the event the Contract is terminated for the Village's breach, the damages that the bidder may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

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. 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 bidder has carefully examined any and all information the bidder deemed necessary to submit this bid, including but not limited to the attached Instructions, Forms, Contract, Bonds, 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 the bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the performance and completion of the Work generally described below. It is proposed that the Project shall be constructed for the Total Guaranteed Maximum Price based on the Contract Unit Prices, all in accordance with the requirements and provisions of the Contract Documents.

Canal maintenance shall consist of removing all floating debris and trash such as but not limited to: leaves, algae, paper, glass, cans, tire pieces, wood pieces, tree branches and other such materials along the banks of the canals, mowing of flat areas and mowing of canal banks, cleaning culverts above water, as well as herbicide services to prevent growth of weeds and algae. The Company shall properly dispose, at its own expense, of any waste resulting from the Work being performed at an approved facility. The Company shall provide a copy of dumping tickets for each load disposal. All cleaning in the canal/water, **shall be done by mechanical means, not chemical**.

4.02 Examination of Canal Sites

Prior to submitting an offer, the Company(s) are required to visit the site of the proposed Work and become familiar with any conditions which may in any manner affect the Work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions.

4.03 General Location of Work

The Work will be performed in the canals and canals right-of-way within the municipal boundaries of the Village.

4.04 Damage to Public or Private Property

4.04.1 If property, whether (public or private) is damaged while the Company is performing the Work specified or is removed for the convenience of the Work, it shall be repaired or replaced at the expense of the Company in a manner acceptable to the Village and/or property owner prior to the final acceptance of the Work. The Company will be responsible for applying and securing any permits that may be required to complete such repairs. Property shall include but not be limited to: existing facilities, site amenities, concrete and/or asphalt surfaces, vehicles, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fence, canal cross sections, banks, maintenance easements, and rights-of-way.

4.04.2 If the work site has any pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., the Company shall notify the Public Service Department in writing. Failure to do so shall obligate the Company to make repairs per section 4.04.1.

4.05 Employees

The Company shall be responsible for the appearance of all working personnel assigned to the project, such as clean uniform that provides identification of both the Company's vendor and the name of the employee. Personnel must always be able to supply proper identification.

All employees of the Company shall be at all times the sole employees of the Company, under the Company's sole direction, and not an employee or agent of the Village.

The Company shall assign an "On Duty" field supervisor. The Company shall provide the Village with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor, upon execution of Contract.

Employees working in the canals or near the canal banks shall always wear approved Type II Near-shore Buoyant Vest.

4.06 Maintenance of Traffic

All maintenance work, if on a road, shall be accomplished with the vehicles facing in the same direction as the traffic. All lane closures shall have the approval of the Public Service Director or a designee. While performing work, the Company will be required to provide the necessary barricades and other traffic safety control devices to protect vehicular and pedestrian traffic, workman and the work area in general. The Company shall adhere to the Florida Department of Transportation's latest edition of the Manual on Uniform Traffic Control Devices for maintenance work zones in order to provide a safe working environment. The Company and its employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage etc. The Company shall always have at least one M.O.T. Certified person on site. Failure by the Company to secure the lane closure approval from the Public Service Director or a designee prior to commencing work will result in an immediate stop work order.

Laborers will be required to wear orange vests when working in the right-of-way areas so that they are visible to motorists. The Company shall comply with all OSHA, local, State and Federal requirements. Construction Safety Vests will be supplied by the Company.

The foregoing requirements are to be considered as minimum and the Company's compliance shall in no way relieve the Company of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

4.07 Floating Debris Removal

All floating debris and trash such as but not limited to: leaves, algae, paper, glass, cans, tire pieces, wood pieces, tree branches and other such materials in the canals (includes all water surface of the canals) shall be removed twice annually in all canals. There are approximately 4.69 Acres of canal per cycle. The floating debris removal also includes removing floating debris at the culvert mouth. As part of the floating debris removal, the successful Bidder is responsible under this bid to remove all items that from time to time have fallen into the canals that are either floating or underwater such as but not limited to shopping carts, mattresses, tires, branches, furniture and other such materials except for vehicles. The successful Bidder shall provide the Public Service Department with a monthly maintenance schedule. The maintenance schedule shall be pre-approved by the Public Service Director or a designee. Recommended equipment includes but is not limited to a flat bottom boat and dip nets. The Company shall provide all materials and equipment necessary to complete the Work. A materials/equipment list is included in the ITB specifications.

4.08 Herbicide Treatments

Canals and canal shorelines, including but not limited to riprap and hard surfaces, from the water line to one foot (1') above the water line shall be maintained free of aquatic plants, weeds and algae, to the extent that it maintains the Village's desired aesthetic appearance, storm runoff is not hindered and as to not create habitat for avian and rodent species.

Herbicide treatment of canals and canal shorelines shall be as follows:

1. An herbicide treatment cycle shall always consist of a primary treatment, and a secondary treatment to ensure complete eradication of unwanted species.
2. The primary treatment consists of controlling exotics species and treatment and killing of the nuisance species.
3. The secondary treatment is a follow up treatment conducted as per the herbicide label specifications after the primary treatment.
4. The awarded Bidder shall provide treatment schedule and work report per treatment. The maintenance schedule shall be preapproved by the Public Services Director or his/her designee.
5. Herbicide treatment cycles shall be conducted on all secondary canals quarterly unless otherwise requested by the Village (secondary canals are all those canals included in the bid sheet for this section).
6. Application of all herbicide chemicals must follow the manufacturers' label (Label Law).
7. Recommended equipment includes but is not limited to a flat bottom boat with necessary spray equipment and equipment necessary to lower boat into canal. The equipment to lower boat into the canal must be capable of reaching over an eight Feet (8') fence obstructing access to the canal. In some instances, the distance between the top of the fence and the water surface may exceed fifteen Feet (15'). This information is provided as reference. It is the responsibility of the Company(s) to

become familiar with the existing conditions of the canals and canals right of way to determine which specific equipment he or she may require to provide the services specified in this bid group.

8. The Company must become familiar with the secondary canal system and be aware of depth restrictions in all the areas required to be treated. Areas not accessible by boat shall be treated by a different approach selected by the Company and pre-approved by the Village.

4.09 Products – Herbicides

No copper-based products shall be used. It shall be the Company's responsibility to determine the appropriate application methods and concentrations of the selected product or products based on the conditions and the label requirements. Provide quarterly activity and usage reports, documenting herbicide applications at each site and recording the quantities of materials used.

The successful Bidder will sign a Contract with the Village for three (3) years with an additional extension per year not to exceed five (5) consecutive years at the discretion of the Village. These extensions are at the Village's discretion if the Village chooses to do so.

4.10 EPA

Please review the new definition of waters protected under the Clean Water Act. The new ruling divides U.S. waters into six (6) categories: traditional navigable waters, tributaries to those navigable waters, certain ditches—including those used for navigation or affected by the tide, certain lakes and ponds, impoundments and wetlands that are adjacent to the water covered by the rule. This bid excludes groundwater, ditches, including roadside and farm ditches; prior converted crop land; stormwater control features and wastewater and waste treatment systems. These waters will no longer be regulated by the federal government under the act. For more information, please review a summary of the Clean Water Act at Summary of the Clean Water Act | US EPA.

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$	$
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$	$
						TOTAL:	0.82	204,000	4.69	$	$
									TOTAL ITEMS I - VI:	$	$

Additional Services: Mowing of Flat Areas (as needed) $_____

Mowing of Canal Banks (as needed) $_____

Total Bid Amount..... $_____

Signature of Official_____

Name (typed)_____

Title: _____

Company: _____

Date: _____

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 CD or flash drive of your submittal no later than 3:00 p.m. EST March 8th, 2024.

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

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

B. **Signed and completed forms from *Section 8*:**

Introduction letter with contact information
Years in Business
Lead team Information
Section 8 (Required Bid Submittal Forms)
Bid Form
5% Bid Bond
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	Friday, February 16th, 2024	Posted on the Miami Herald and Villages' Website	
Pre-Bid Meeting	Friday, March 1st, 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, March 5th, 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Proposal Submission Date	Friday, March 8th, 2024	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

8.01 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

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUBCONTRACTOR LIST

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: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

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# 2024-11-007, 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:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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 is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO _____
4. 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 _____

Continued Next Page

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: _____

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

Request for Taxpayer Identification Number and Certification

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

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Canal Maintenance Services**
ITB No. 2024-11-007 in accordance with Contract Documents as prepared by the Village

Gentlemen:

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

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. 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: **Canal Maintenance Services**
ITB No. 2024-11-007 in accordance with Contract Documents as prepared by the Village

Gentlemen:

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

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

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

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

BID BOND

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

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

VILLAGE OF PALMETTO BAY (the "Village")
Canal Maintenance Services

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: Canal Maintenance Services (the "Project")
CONTRACTOR:
CONTRACT NO: 2024-11-007
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 **Canal Maintenance Services** (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: Canal Maintenance Services
CONTRACTOR:
CONTRACT NO: 2024-11-007
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 **Canal Maintenance Services** 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: **Canal Maintenance Services**

Invitation to Bid#: 2024-11-007

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: **Canal Maintenance Services**

Invitation to Bid#: 2024-11-007

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: **Canal Maintenance Services**

Invitation to Bid#: 2024-11-007

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: **Canal Maintenance Services**

Invitation to Bid#: 2024-11-007

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 10.0: Exhibits

Draft Contract for: Canal Maintenance Services

Between the Village of Palmetto Bay, Florida and _____.

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

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **February 16th, 2024** for the **Canal Maintenance Services**; and

WHEREAS, the Company submitted a Proposal dated **March 8th, 2024**, in response to **ITB# 2024-11-007**; and

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

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

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Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

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

A. This Contract

B. ITB# 2024-11-007 issued by the Village.

C. Bid Sheet submitted by the Company showing breakdown of costs.

DRAFT

Article 2. Scope of Work

1. The Work is generally described as follows:

Canal maintenance shall consist of removing all floating debris and trash such as but not limited to: leaves, algae, paper, glass, cans, tire pieces, wood pieces, tree branches and other such materials along the banks of the canals, mowing of flat areas and mowing of canal banks, cleaning culverts above water, as well as herbicide services to prevent growth of weeds and algae. The Company shall properly dispose, at its own expense, of any waste resulting from the Work being performed an approved facility at an approved site unless otherwise specified in this document. The Company shall provide copy of dumping tickets for each load disposal. All cleaning in the canal/water, shall be done by mechanical means, not chemical.

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **ITB# 2024-11-007** and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3. The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so 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.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional year thereafter not to exceed five (5) consecutive years at the sole discretion of the Village.

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Contractor's bid the total amount is _____ ($_____). The Company shall give prior notice to the Village if the Project exceeds the total price. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. 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 Dionisio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dionisio Torres, Director of Public Service.

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

Article 7. Notices

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

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, 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, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the

default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, 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.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (I0) days of written demand by the Village.

Article 9. 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 sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village in all, and shall pay all costs, judgments, and attorney's fees at trial and appellate levels which may issue as a result of the Company's negligence. The Company expressly understands

and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, 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 damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 10. Insurance/Bonds

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

(B)

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will 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. The Village shall be named as an additional insured.

(C) Performance and Payment Bonds – must be received before Notice to Proceed is issued. Each One Hundred Percent (100%), and subject to Village approval.

Article 11. Modification Amendment

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

Article 12. 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 13. 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 14. Assignment

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

Article 15. 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 16. 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 17. Entire Agreement

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

Article 18. 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 19. 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. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20. 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 21. 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 22. 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 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25. Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26. Public Records

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

Article 27. 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 28. E-Verify

In accordance with Florida Statute Chapter 448.095, 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 29. Warranty

The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the

Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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

(Company Name)

_____ _____

Nick Marano, Village Manager Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

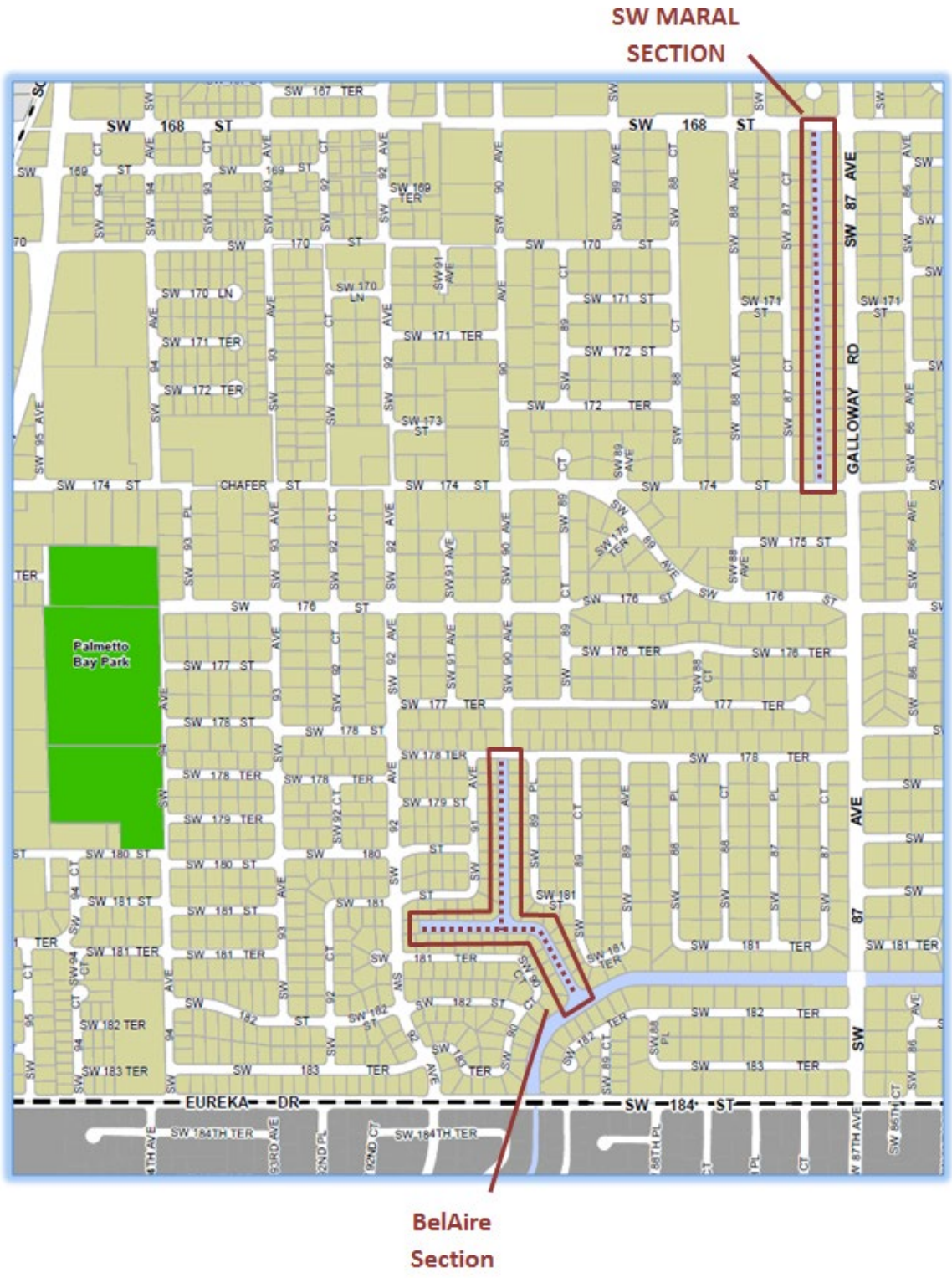
Village Attorney

John C. Dellagloria

DRAFT

Exhibit "A":

CANAL LOCATION MAP



AQUATIC CONTROL GROUP, INC

Table of Contents

1. Introduction Letter
2. Lead Team Information
3. Required Forms
4. Bid Form
5. Addendum Acknowledgement

AQUATIC CONTROL GROUP, INC

Dear Sirs,

.

Letter of Introduction

Allow us to introduce our company, **Aquatic Control Group INC**.

Aquatic Control Group INC. (ACG) specializes in aquatic maintenance of canals and water ways throughout South Florida, since 2011. We are committed to a strong social responsibility by providing ECO friendly solutions to our community. We provide aquatic maintenance, such as weed control and harvesting of unwanted growth, in and along the canals of South Florida. Additionally, ACG maintains grass and weed growth below as well as above the water. Our fleet of boats collect floating debris and clean out clogged culverts along the waterway creating water flow. Our company uses state of the art equipment which allows us to have a smaller footprint on our environment. We offer our customers the option to be chemical free in controlling the growth of unwanted grass and growth in our water ways.

ACG, has the experience to complete the required task in a timely manner as outlined in the contract

Robert Muriedas

Aquatic Control Group

1501 NW 37th Street

Miami, Florida 33142

AQUATIC CONTROL GROUP, INC

Proof of Managerial Experience

Mark Brooks is the President of Aquatic Control Group inc. Mr. Brooks brings over 40 years of business experience to Aquatic Control Group (ACG). With his many years' experience, he has implemented a tight and concise business plan for our success. His duties are to oversee the finances of the company and budget projects and once awarded to stay within our working margins. Mr. Brooks follows all guidelines for safety and implements them with our crews. Additionally, Mr. Brooks oversees quality control and the timely completion of the projects.

Robert Muriedas is the Project Manager for all projects involving Aquatic Control Group (ACG). Mr. Muriedas has over 25 years of experience in the recovery business with a specialization in engineering large objects both in and out of the water. Safety is our number one concern when it comes to the operations of ACG, with several certifications, as well as a Certified Recovery Diver. Mr. Muriedas brings a level of professionalism, leadership and a can-do outlook to all projects which make ACG stand out. Robert's quick decision-making ability will address issues that arise during the project with an effective resolution.

Our combined experience and passion to make our waterways clean and eco-friendly show in the quality of work we perform. ACG takes pride in its projects and the end results prove that. We look forward to servicing The Village of Palmetto Bay in maintaining it waterways throughout the village.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: Mark

Name (typed): Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 02/26/2024

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
	None		

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: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: AQUATIC CONTROL GROUP

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: PROVIDES CANAL MAINTENANCE SERVICES @ MDAD

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

Comments:

Name of Public Entity/Company: Miami Dade Aviation

Name of Individual completing this form: Mike Medal

Signature: _____ Title: Landscape Architect 3

Telephone: 305-876-7380 Email: MMedal@Miami-Airport.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102
T 305-876-7000 F 305-876-0948
www.miami-airport.com

miamidade.gov

Commercial Airport:
Miami International Airport

General Aviation Airports:
Dade-Collier Training & Transition
Homestead General
Kendall-Tamiami Executive
Opa-locka Executive

September 8, 2021

Aquatic Control Group, Inc.
2343 NW 7th Ave
Miami, FL 33127

RE: Letter of Reference

To Whom It May Concern:

Aquatic Control Group, Inc. has been providing canal maintenance work at Miami International Airport and three of its satellite airports since October 2020 under contract FB-01370, Canal Maintenance Services (MDAD). ACG has provided exemplary services since day one. They have been extremely responsive, and our canals are being maintained impeccably. The canals were recently reviewed as part of an ISO 14001 audit of MDAD Maintenance. The auditors stated that they had never seen the canals in such good shape after more than ten years of audits.

Judging by our experience with Aquatic Control Group, Inc., the firm is highly recommended by this Department.

Should you have any questions, please contact me at (305) 876-7380.

Sincerely,

Michael Bedell
Landscape Architect 3
Facilities Maintenance, GA Airports

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: AQUATIC CONTROL GROUP

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: WATERWAY CLEANING THROUGHOUT 165 MILES OF C.I.'S WATERWAYS MONTHLY

Length of Contract: 5

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

Comments:

Name of Public Entity/Company: City OF Fort Lauderdale

Name of Individual completing this form: Melissa Doyle

Signature: _____ Title: Division Manager

Telephone: 954-888-6111 / 828-6111 Email: MDoyle@FortLauderdale.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

CITY OF
FORT LAUDERDALE

July 7, 2023

RE: Letter of recommendation for Aquatic Control Group

To Whom It May Concern:

Aquatic Control Group provides service to the City of Fort Lauderdale under contract 12285-595 *Waterways Cleaning and Reporting Services* (since October 2019) and contract #12700-823 *Landscaping and Maintenance- Melrose Park and River Oaks* (beginning October 2022).

Under contract 12285-595 *Waterways Cleaning and Reporting Services*, Aquatic Control Group (ACG) provides cleaning services throughout the City's 165 miles of waterways each month. Their services include debris removal from the waterways which includes everything from palm fronds and litter to floating docks, trees, marine pilings and dead animals. In addition, ACG has been a valued partner during emergencies such as fish kills and sewage spills. ACG has provided aerators to improve oxygen saturation in the water column as well as the provision and installation of turbidity curtains to prevent contamination from spreading.

Under contract 12700-823, ACG provides cutting, trimming, herbicidal application, aquatic harvesting and tree removal from the City's Melrose Park and River Oaks preserves, both of which provide essential stormwater functions.

Should you have any questions, please contact me at mdoyle@fortlauderdale.gov or (954) 828-6111.

Sincerely,

Melissa Doyle

Division Manager- City of Fort Lauderdale

Sustainability Division of Public Works

PUBLIC WORKS DEPARTMENT – SUSTAINABILITY DIVISON
101 NE 3RD AVENUE, SUITE 1400, FORT LAUDERDALE, FLORIDA 33301
TELEPHONE (954) 828-6190, FAX (954) 828-4745
WWW.FORTLAUDERDALE.GOV

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: Aquatic Control Group

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: Debris Removal from 15 Miles of City waterways

Length of Contract: 3+1+1

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

Comments:

Name of Public Entity/Company: City of Doral

Name of Individual completing this form: Stephanie Bantz

Signature: _____ Title: Stormwater Mgr

Telephone: 305-593 6740 ext 6024 Email: Stephanie.Bantz@cityofdoral.com

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

Sincerely,
Alessia Bencomo, Procurement Specialist

Stephanie Bortz

Stormwater Utility Manager

July 25, 2021

Aquatic Control Group, Inc.
1501 NW 37 Street
Miami, Fl 33142

Ref: Letter of Reference

To whom it may concern:

The City of Doral awarded ITB #2018-30 "Floating Debris Removal Services" to Aquatic Control Group, Inc in January 2018 and the Notice to Proceed began March 2019. As project manager for this program, I have worked with Aquatic Control Group since the Notice to Proceed date and have received excellent service and response time. Aquatic Control completes the scope of work within the executed contract and provides helpful and reasonable alternatives for any issues that may arise. I would like to recommend this vendor to any municipality in need of a service similar to the scope from the above-mentioned program to keep our waterways clean.

If you have any questions, I can be reached at (305) 593-6740 ext. 6024 or Stephanie.Bortz@cityofdoral.com.

Sincerely,

Stephanie Bortz
Stormwater Utility Manager

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: Mark

Name (typed): Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 02/26/2024

NON-COLLUSIVE AFFIDAVIT

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

Mark Brooks being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: Mark

Name (typed): Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 02/26/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami DADE

On this March 7 day of, 20 24 before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

JORGE L SALAZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 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 Mark Brooks

For Aquatic Control Group Inc.

Whose business address is: 1501 NW 37 Street, Miami Fl 33142

And (if applicable) its Federal Employer Identification Number (FEIN) is: FID# 82-1946936

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: Mark

Name (typed): Mark Brooks

Title: President

Company Name: Aquatic Control Group Inc.

Date: 02/26/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this March 7 day of, 2024, 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

JORGE L SAIZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 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: Mark Brooks - President

(print individual's name and title)

for: Aquatic Control Group Inc.

(print name of entity submitting sworn statement)

whose business address is: 1501 NW 37 Street, Miami Fl 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is: FID# 82-1946936

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: Mark

Name (typed): Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 02/26/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this March 7 day of, 2024, 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

JORGE L SALAZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 2027

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, Aquatic Control Group Inc. / Mark Brooks 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:

FID# 82-1946936

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

Aquatic Control Group Inc. / Mark Brooks

Name of Entity, Individual, Partners or Corporation

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

1501 NW 37 Street, Miami Fl 33142

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
Mark Brooks - President		50 %
Jorge L Salazar		50 %
		%

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

None

Signature of Official: Mark

Name (typed): Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 02/26/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this March 7 day of, 2024, 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

JORGE L SALAZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 2027

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Aquatic Control Group Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Aquatic Control Group Inc., ITB# 2024-11-007, 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 : no sub contractors (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: Mark

Name (typed): Mark Brooks

Title: President

Company Name: Aquatic Control Group Inc.

Date: 02/26/2024

Attest: _____

Print Name: Robert Muriedas

Attest: _____

Print Name: Daniel Muriedas

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: Mark

Name (typed): Mark Brooks

Title: President

Company Name: Aquatic Control Group Inc.

Date: 02/26/2024

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this March 7 day of, 2024, 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

JORGE L SALAZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 2027

_____
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.

None

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: Mark

Name (typed): Mark Brooks

Title: President

Company Name: Aquatic Control Group Inc.

Date: 02/29/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Mark Brooks (the individual attesting below), being duly authorized by and on behalf of Aquatic Control Group Inc. (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES xx
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 29 day of April, 2024.

Mark

Signature of Affiant

Print or Type Name: Mark Brooks

State of Florida

County of Miami Dade

Continued Next Page

JORGE L SALAZAR
Notary Public-State of Florida
Commission # HH 435481
My Commission Expires
December 15, 2027

Signed and sworn to (or affirmed) before me,

this the 7 day of March, 20 24.

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: Mark Brooks

Title: President

Signature: Mark

Date: 02/29/2024

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return): Aquatic Control Group Inc.

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.): 1501 NW 37 Street

City, state, and ZIP code: Miami, Fl 33142

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
8 2 - 1 9 4 6 9 3 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 ▶** Mark | **Date ▶** 03/06/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

Type

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$2000.00	$4,000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$2000.00	$4,000.00
						TOTAL:	0.82	204,000	4.69	$4,000.00	$8,000.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1000.00	$1,000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1,500.00	$1,500.00
						TOTAL:	0.82	204,000	4.69	$2500.00	$2500.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1500.00	$3000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1500.00	$3000.00
						TOTAL:	0.82	204,000	4.69	$3000.00	$6,000.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$1000.00	$2000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$1000.00	$2000.00
						TOTAL:	0.82	204,000	4.69	$2,000.00	$4000.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1500.00	$1500.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1500.00	$1500.00
						TOTAL:	0.82	204,000	4.69	$ 3000.00	$3,000.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1000.00	$ 1000.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1500.00	$ 1500.00
						TOTAL:	0.82	204,000	4.69	$ 2500.00	$ 2500.00
									TOTAL ITEMS I - VI:	$ 17,000.00	$ 26,000.00

Additional Services: Mowing of Flat Areas (as needed) $200.00

Mowing of Canal Banks (as needed) $650.00

Total Bid Amount..... $26,850.00

Signature of Official Mark

Name (typed) Mark Brooks

Title: President

Company: Aquatic Control Group Inc.

Date: 03 06 2024

ADDENDUM NO. 1

Date: March 6th, 2024

To: All Interested Parties

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

Re: Invitation to Bid No. 2024-11-007
Canal Maintenance Services

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 16th, 2024, and with a bid opening date of March 8th, 2024, with any amendments and/or additions noted below.

Question: Who is responsible for the areas behind homes with no access?

Response: *Contractor is responsible for the area behind homes. Access from boat/barge.*

Question: How many times a year are the slopes and flats mowed?

Response: *Scope is for twice a year.*

Question: May we have the bid tabulations from the last time this was out for bid? What are the current bill rates?

Response: *To receive the bid tabulation and current bill rates, a public records request will need to be submitted at Public Records | Palmetto Bay, FL (palmettobay-fl.gov).*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2024-11-007

Title: Canal Maintenance Services

Name of Contractor Aquatic control group

Date Addendum Received 03/6/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Robert Muriedas

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.

A Native Tree Service, Inc
15733 SW 117 Avenue
Miami, FL 33177
305-238-1178 Ofc
305-238-8878 Fax

nativetree@nativetree.com

Account Managers

Dayne Tomasetti
Certified Arborist, FL 0132
15733 SW 117 Avenue
Miami, FL 33177
(305) 238-1178

Tim Ebersole
Certified Municipal Arborist, FL 6233 AM
15733 SW 117 Avenue
Miami, FL 33177
(305) 238-1178 / 305878-1721

James McShane
Operations Manager
15733 SW 117 Avenue
Miami, FL 33177
305-238-1178 / 305-345-2763

Ralph Erice
Finance/General Mgr
15733 SW 117 Avenue
Miami, FL 33177
305-238-1178

Cathy Evensen
Contract Administrator
15733 SW 117 Avenue
Miami, FL 33177
305-238-1178 / 305-491-3391

ADDENDUM NO. 1

Date: March 6th, 2024

To: All Interested Parties

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

Re: Invitation to Bid No. 2024-11-007
Canal Maintenance Services

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on February 16th, 2024, and with a bid opening date of March 8th, 2024, with any amendments and/or additions noted below.

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Question: How many times a year are the slopes and flats mowed?

Response: *Scope is for twice a year.*

Question: May we have the bid tabulations from the last time this was out for bid? What are the current bill rates?

Response: *To receive the bid tabulation and current bill rates, a public records request will need to be submitted at Public Records | Palmetto Bay, FL (palmettobay-fl.gov).*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2024-11-007

Title: Canal Maintenance Services

Name of Contractor A Native Tree Service, Inc

Date Addendum Received 3/6/2024

Total Pages of Addendum including Acknowledgement 2

Print Name Cathy Evensen

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, A Native Tree Service Inc (hereinafter called the Principal), and Nationwide Mutual Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Six thousand three hundred fifty three Dollars ($ 6,353.00), 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")
Canal Maintenance Services

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.

DT

IN WITNESS WHEREOF, THE said A Native Tree Service Inc, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Nationwide Mutual 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 7th day of March, and attested by its _____, A.D., 2024.

ATTEST:

_____

_____

_____(Title)

By: A Native Tree Service Inc

(Principal)

ATTEST:

_____

_____

Nationwide Mutual Insurance Company

By: _____

(Surety) Attorney-in-Fact Daryl Torres

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Daryl Torres

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

One Hundred Fifty Thousand and no/100 -- Dollars ($150,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of March, 2024.

Laura B. Guy
Assistant Secretary

BDJ 1(08-21)00

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 14,240.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 13,814.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 28,054.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 7,120.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 6,907.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 14,027.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 3,980.00	$ 7,960.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 3,730.00	$ 7,460.00
						TOTAL:	0.82	204,000	4.69	$ 7,710.00	$ 15,420.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 3,980.00	$ 7,960.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 3,730.00	$ 7,460.00
						TOTAL:	0.82	204,000	4.69	$ 7,710.00	$ 15,420.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 7,120.00	$ 7,120.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 6,907.00	$ 6,907.00
						TOTAL:	0.82	204,000	4.69	$ 14,027.00	$ 14,027.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 91 Avenue / SW 181 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 17,280.00	$ 17,280.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 16,762.00	$ 16,762.00
						TOTAL:	0.82	204,000	4.69	$ 34,042.00	$ 34,042.00
									TOTAL ITEMS I - VI:	$ 91,543.00	$ 120,990.00

Additional Services: Mowing of Flat Areas (as needed) $ 1,895.00

Mowing of Canal Banks (as needed) $ 4,160.00

Total Bid Amount..... $ 127,045.00

Signature of Official

Name (typed) Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

NATIVE
TREE SERVICE

15733 SW 117 Avenue
Miami, FL 33157
305-238-1178 Ofc
305-238-8878 Fax

EXECUTIVE SUMMARY

A Native Tree Service, Inc. (Native) was incorporated in 1985 by:

- Angela Tomasetti with 51% ownership and
- Dayne Tomasetti with 49% ownership
- Both remain the current owners/operators of A Native Tree Service.

A Native Tree Service specializes in full service arboricultural contracting to counties and municipalities. Native currently works eleven Miami Dade County contracts ranging from Roadside Maintenance to Specialized Tree Trimming to Landscape Installations. We also service extensive commercial and residential clientele. We offer a team of professionals who are sensitive to the specialized handling that municipal areas require. This minimizes the exposure of our clients to liabilities such as injury, damage and negative personal relations with the constituents of the municipalities.

A Native Tree Service continually educates our staff in order to offer a more diverse line of services to the counties and municipalities in South Florida.

A Native Tree Service has a professionally trained and certified staff consisting of:

- Two full-time ISA Certified Arborists
- Two licensed Professional Mangrove Trimmers
- Certified Line Clearance Trimmer
- Licensed Commercial Pest Control Applicator with Right of Way, Ornamental & Turf and Aquatic classifications

We are active members of the following trade associations:

- International Society of Arboriculture
- Society of Municipal Arborist
- Tree Care Industry Association
- Florida Nursery, Growers and Landscape Association

Native was awarded the Tree Care Industry Association's "Excellence in Arboriculture 2004 Award of Distinction". The project that won us this award was the Deering Estate – Burial Mound Live Oak Tree restoration pruning. We are also recipients of a Certificate of Appreciation from Miami Dade County Mayor Alex Penelas. The City of South Miami presented us with an award of Recognition and Appreciation of our support and our generous contributions to their city's "24/7 Focus on Our Community".

We are dedicated to helping our South Florida communities properly care for and preserve the urban forest we have. We dedicate ourselves to providing superior workmanship in our tree and landscape maintenance divisions. This is not only where we do business, it is also where we live and raise our families.

NATIVE
TREE SERVICE

15733 SW 117 Ave
Miami, FL 33177
305-238-1178 Office
305-238-8878 Fax

COMPANY HISTORY and CAPABILITY TO PERFORM

Arboriculture requires a passion in order to excel. The professionals at Native Tree Service share not only a high level of skill and education, but also a genuine love of trees. Established in 1985, we are proud of the reputation we have earned in South Florida. Our teams of trained professionals perform a wide variety of tree management services including pruning, tree removal, tree risk assessment/mitigation, organic and conventional fertilization programs, restoration pruning, and much more.

Native Tree Service takes pride not just in pruning trees, but also in managing tree growth, structure and aesthetics, allowing trees and people to coexist in our urban landscape.

Currently, we service municipal, commercial and residential clientele. Native Tree Service has been deep rooted in the Miami landscape for over 30 years. Our projects range from private estates to many of Florida landmark institutions such as Deering Estate, Vizcaya, Biltmore Hotel, Barry University, Palmer Trinity School, Port of Miami, Metro Zoo, and numerous professional and educational campuses.

Our Specialized staff consists of professionally trained and certified:

- ISA Certified Arborists
- ISA Municipal Arborist
- Registered Professional Mangrove Trimmers
- Electrical hazards Specialist
- Certified Line Clearance Trimmer
- Licensed Commercial Pest Control Applicator with Right of Way, Ornamental & Turf and Aquatic classifications
- Florida Certified Horticulturalist
- Safety Officer
- OSHA training
- DOT Officer

We are active members of the following trade associations:

- International Society of Arboriculture
- ISA Florida Chapter
- Society of Municipal Arborists
- Tree Care Industry Association
- Florida Nursery Growers and Landscape Association

CERTIFIED ARBORIST ISA

MUNICIPAL SPECIALIST ISA

ACCREDITED TREE CARE INDUSTRY ASSOCIATION ETHICS QUALITY CONFIDENCE

ENGLA CERTIFIED FNGLA We Know What Grows Horticulture Professional

Native Tree Service stays up to date on the latest research and training to continually educate our arborists in the best techniques and management practices for trees and palms. Our Certified Arborists take continuing education provided by the International Society of Arboriculture.

Having specialized tree equipment allows our arborists the best access to make proper cuts, safely! Our compact lightweight aerial lifts can access difficult areas with minimal impact to the grounds, root zones and hardscape. Most tree companies use an all in one, conventional bucket truck and chipper combo. While this is adequate for parking lot areas, it is much heavier and more cumbersome than our specialized lifts. Our aerial lifts are lighter, more maneuverable, and reach furthest in the industry. We prefer not to combine our bucket truck with our chipper because this makes the truck too heavy, especially when filled with tree chips. We provide the best tools and debris disposal equipment to minimize our carbon footprint. Native Tree Service has on staff fleet mechanics to ensure our state of the art equipment has no leaks and functions safely with no excuses.



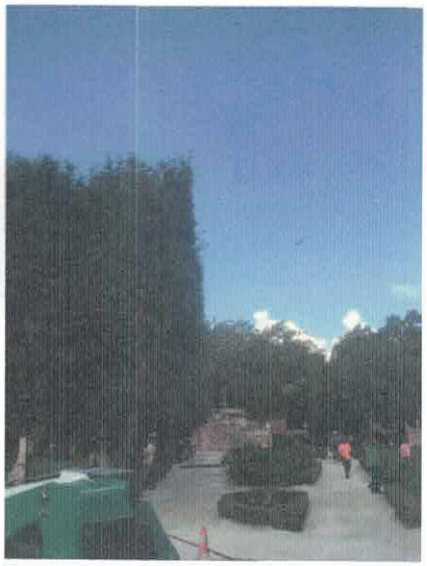








NATIVE
TREE SERVICE







We get the job done with expedience. Recently, the Seaport of Miami (which is like a small city and an extreme logistical challenge because of high traffic and public presence) hired Native Tree Service to trim over 1,500 palm trees on their large-scale property. Our logistical planning, supervision, and specialty equipment allowed us to complete the job with multiple crews in 7 days.

Over the years, Native Tree Service has been recognized many times for outstanding tree care. We were awarded the Tree Care Industry Association's "Excellence in Arboriculture 2004 Award of Distinction". The endeavor that won us this award was the Deering Estate – Burial Mound Live Oak tree restoration/pruning project (this is the largest and oldest Live Oak in South Florida). We also received a Certificate of Appreciation from the Miami Dade County Mayor, Alex Penelas. The City of South Miami presented Native Tree Service with an award of Recognition and Appreciation of our support and our generous contributions to their city's "24/7 Focus on Our Community".

We are dedicated to helping our South Florida communities with proper care and preservation of our urban forest, as well as providing superior workmanship. This is not only where we do business, but it is also where we live and raise our families.









SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
	NONE		

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.

MDC - Right of Way Aesthetic & Assets Management Division (RAAM)
Joel Perez - RAAM Arborist/Supervisor - Joel.Perez3@miamidade.gov
Roadside and Roadway Maintenance

MDC - Parks, Recreation and Open Spaces (PROS)
Michael Rojas - Chief - Michael.Rojas2@miamidade.gov

MDC - Right of Way Aesthetic & Assets Management Division (RAAM)
Leo Rodriguez - Superintendent - leonel.rodriguez@miamidade.gov

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: A Native Tree Service, Inc

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

Contracted Services Information:

Scope of Work: _____

_____

_____

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): Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

NON-COLLUSIVE AFFIDAVIT

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

Angela Tomasetti being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
A Native Tree Service, 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): Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 8th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Angela Tomasetti 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

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

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 Angela Tomasetti

For A Native Tree Service, Inc

Whose business address is: 15733 SW 117 Avenue, Miami, FL 33177

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2613393

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): Angela Tomasetti

Title: Corporate Officer

Company Name: A Native Tree Service, Inc

Date: 3/8/2024

ACKNOWLEDGMENT

State of Florida

County of Miami- Dade

On this 8th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Angela Tomasetti 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

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

_____
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: Angela Tomasetti, Corporate Officer

(print individual's name and title)

for: A Native Tree Service, Inc

(print name of entity submitting sworn statement)

whose business address is: 15733 SW 117 Avenue, Miami, FL 33177

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2613393

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): Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

ACKNOWLEDGMENT

State of Florida

County of Miami- Dade

On this 8th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Angela Tomasetti 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

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

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, Angela Tomasetti 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:

59-2613393

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

A Native Tree Service, Inc

Name of Entity, Individual, Partners or Corporation

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

15733 SW 117 Avenue, 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
Angela Tomasetti	15733 SW 117 Avenue, Miami, FL 33177	51 %
Dayne Tomasetti	15733 SW 117 Avenue, Miami, FL 33177	49 %
		%

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

N/A

Signature of Official: _____

Name (typed): Angela Tomasetti

Title: Corporate Officer

Company: A Native Tree Service, Inc

Date: 3/8/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami- Dade

On this 8th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Angela Tomasetti 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

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We A Native Tree Service, Inc Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2024-11-007, 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): Angela Tomasetti

Title: Corporate Officer

Company Name: A Native Tree Service, Inc

Date: 3/8/2024

Attest: _____

Print Name: James McShane

Attest: _____

Print Name: Denise Martinez

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 N/A 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): Angela Tomasetti

Title: Corporate Officer

Company Name: A Native Tree Service, Inc

Date: 3/8/2024

ACKNOWLEDGMENT

State of Florida

County of Miami- Dade

On this 8th day of, March 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Angela Tomasetti 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

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

_____
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 March 8, 2024 at 15733 SW 117 Avenue, Miami, FL 33177 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Angela Tomasetti

Title: Corporate Officer

Company Name: A Native Tree Service, Inc

Date: 3/8/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami- Dade

I, Angela Tomasetti (the individual attesting below), being duly authorized byand on behalf of A Native Tree Service, 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 is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO X
4. 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 8th day of March, 2024.

_____
Signature of Affiant

Print or Type Name: Angela Tomasetti

State of Florida

County of Miami- Dade

Continued Next Page

Signed and sworn to (or affirmed) before me,

this the 8th day of March, 2024.

My Commission Expires: 8/16/2024

Notary Public

CATHY EVENSEN
MY COMMISSION # HH 005570
EXPIRES: August 16, 2024
Bonded Thru Notary Public Underwriters

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

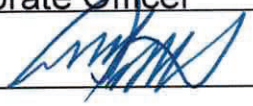
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

A Native Tree Service, Inc
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: Angela Tomasetti

Title: Corporate Officer

Signature: 

Date: 3/8/2024

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
A Native Tree Service, Inc

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
15733 SW 117 Avenue

City, state, and ZIP code
Miami, FL 33177

List account number(s) here (optional)

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

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
5 9 - 2 6 1 3 3 9 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/8/2024

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SFM Landscape Services, LLC., Proposal for Village of Palmetto Bay ITB 2024-11-007 Canal Maintenance Services



Submitted by Authorized Binding Official:
Christian Infante, Manager
SFM Landscape Services, LLC.
7500 NW 74th Avenue Medley, FL 33166
O: 305.818.2424 x. 1117
E: cinfante@sfmservices.com
Friday, March 8, 2024

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2. LETTER OF INTENT

Friday, March 8, 2024

Alessia Bencomo
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Dear Ms. Bencomo and Members of the Evaluation Committee:

SFM Landscape Services, LLC., "SFM" appreciates the opportunity to submit our proposal to the Village of Palmetto Bay in response to ITB 2024-11-007 "Canal Maintenance Services". SFM is a South Florida-based, minority-certified, family-owned business that is headquartered in the Town of Medley. SFM is a leading provider of landscape maintenance services in the South Florida area. With extensive experience in canal maintenance, we are well-equipped to meet the specific requirements outlined in the project.

SFM provides custom maintenance services tailored to the individual needs and goals of our clients. Servicing South Florida since 1972, SFM is recognized for its exceptional landscape maintenance, installation, and arbor care services. SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals. SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor (MOT). General Manager, Robert Montesino holds a GCSAA Class A certification, and is a licensed Fertilizer and Commercial Pesticide Applicator. SFM uses the best horticultural management practices possible.

SFM understands the Scope of Work provided in the ITB documents and is fully committed to performing Palmetto Bay's canal maintenance services in a professional and timely manner. If you have any questions regarding this proposal, you may contact me directly at 305.525.9442 or email cinfante@sfmservices.com.

Respectfully Submitted,

Christian Infante

Manager/Owner

4.1

BID FORM

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

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST
ITEM I: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 740.00	$ 1,480.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 740.00	$ 1,480.00
						TOTAL:	0.82	204,000	4.69	$ 1,480.00	$ 2,960.00
ITEM II: DEBRIS REMOVAL FROM CULVERTS AND CANAL -- BELOW WATER ONCE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 2,200.00	$ 4,400.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 2,200.00	$ 4,400.00
						TOTAL:	0.82	204,000	4.69	$ 4,400.00	$ 8,800.00
ITEM III: HERBICIDE TREATMENT -- ABOVE WATER TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1,070.00	$ 2,140.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1,070.00	$ 2,140.00
						TOTAL:	0.82	204,000	4.69	$ 2,140.00	$ 4,280.00
ITEM IV: HERBICIDE TREATMENT -- CANAL BANKS TWICE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 1,070.00	$ 2,140.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 1,070.00	$ 2,140.00
						TOTAL:	0.82	204,000	4.69	$ 2,140.00	$ 4,280.00
ITEM V: OBSTRUCTION REMOVAL -- ONCE ANNUALLY											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 320.00	$ 320.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 320.00	$ 320.00
						TOTAL:	0.82	204,000	4.69	$ 640.00	$ 640.00
ITEM VI: One Time Clean Up (trimming of trees, removal of vegetation and debris from canal bank easement, and above water floating debris)											
BelAire Section	SW 92 Avenue / SW 180 Terrace	East / North	C-100B Canal	SW 178 Terrace / SW 92 Avenue	60	1,375	0.42	82,500	1.9	$ 5,400.00	$ 5,400.00
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	$ 5,400.00	$ 5,400.00
						TOTAL:	0.82	204,000	4.69	$ 10,800.00	$ 10,800.00
										TOTAL ITEMS I - VI: $	**$ 31,760.00**

Additional Services: Mowing of Flat Areas (as needed) $ 800.00

Mowing of Canal Banks (as needed) $ 800.00

Total Bid Amount..... **$33,360.00**

Signature of Official _____

Name (typed) Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

SUBCONTRACTOR LIST

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

SFM will utilize its own forces to carry out the scope of work outlined in this ITB.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: SFM Landscape Services, 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: All Landscaping Within the Right of Way

Length of Contract: 5 yrs

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

Comments:

Name of Public Entity/Company:
Town of Surfside

Name of Individual completing this form: Ramsy Stokes

Signature: [signature] Title: Public Works Director

Telephone: 305-671-3376 Email: RStokes@TownofSurfsidefl.gov

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

Sincerely,
Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: SFM Landscape Services, 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: SFM services provides lawn care, edging, plant bed maintenance, weed control, irrigation wet checks, litter control, tree trimming of the hardwoods, palm trimming, mulch, fertilization, and quality control inspections.

Length of Contract: three years with two one-year extensions
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:

SFM oversees all the landscaping at the Miami Beach Convention Center, Collins canal park, Pride Park, and the Carl Fisher clubhouse. They do an outstanding job of keeping the properties looking pristine and are very responsive to any issues we have or need in a timely manner. Robert and his team have dealt with many challenges that we have thrown at them in Pride Park when we have big events that tear up the park and Robert and his team must turn it back around in pristine shape. This is no easy task, and they go above and beyond to get it done.

Name of Public Entity/Company: Miami Beach Convention Center

Name of Individual completing this form: Angelo Grande Signature: Angelo Grande Title: Director of venue operations Telephone: 786402 8044

Email: Angelo_Grande@MiamiBeachconvention.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: Canal Maintenance Services
Invitation to Bid No. 2024-11-007

Name of Company: SFM Landscape Services, 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: Canal bank mowing, floating debris removal.

Length of Contract: 5 yrs

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:

Town of Miami Lakes

Name of Individual completing this form: Omar Santos Baez

Signature: _____ Title: Director of Public Works

Telephone: 305-364-6100 etx 1182 Email: santoso@miamilakes-fl.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): Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

NON-COLLUSIVE AFFIDAVIT

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

Christian Infante being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
SFM Landscape Services, 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): Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante 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 Christian Infante

For SFM Landscape Services, LLC.

Whose business address is: 7500 NW 74 Avenue Medley, FL 33166

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-4908849

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): Christian Infante

Title: Manager

Company Name: SFM Landscape Services, LLC.

Date: 03/07/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7th day of March, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC Expires 3/23/2027 Vanezza D Rivera My Commission HH 342140 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: Christian Infante, Manager

(print individual's name and title)

for: SFM Landscape Services, LLC.

(print name of entity submitting sworn statement)

whose business address is: 7500 NW 74th Avenue Medley, FL 33161

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-4908849

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): Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7th day of March, 20 24, before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC Expires 3/23/2027 Vanezza D Rivera My Commission HH 342140 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, Christian Infante 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:

20-4908849

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

SFM Landscape Services, LLC.

Name of Entity, Individual, Partners or Corporation

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

7500 NW 74 Avenue Medley, FL 33166

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
Christian Infante	7500 NW 74th Avenue Medley, FL 33166	51 %
Jose Infante	7500 NW 74th Avenue Medley, FL 33166	49 %
		%

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

n/a

Signature of Official: _____

Name (typed): Christian Infante

Title: Manager

Company: SFM Landscape Services, LLC.

Date: 03/07/2024

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7th day of March , 20 24 , before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
Expires
3/23/2027
Vanezza D Rivera
My Commission
HH 342140
STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We SFM Landscape Services, LLC. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2024-11-007, 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): Christian Infante

Title: Manager

Company Name: SFM Landscape Services, LLC.

Date: 03/07/2024

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and SFM Landscape Services, LLC. 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): Christian Infante

Title: Manager

Company Name: SFM Landscape Services, LLC.

Date: 03/07/2024

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 7th day of March, 2024, before me, the undersigned Notary Public of the State of Florida personally appeared Christian Infante and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC Expires 3/23/2027 Vanezza D Rivera My Commission HH 342140 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 March 7th, 2024 at 11:27 a.m.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Christian Infante

Title: Manager

Company Name: SFM Landscape Services, LLC.

Date: 03/07/2024

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Christian Infante (the individual attesting below), being duly authorized byand on behalf of SFM Landscape Services, 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 is a person, business entity, or other organization that transacts business in this State and thatemploys 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES X
   b. NO _____
4. 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 7th day of March, 20 24.

Signature of Affiant

Print or Type Name: Christian Infante

State of Florida

County of Miami-Dade

Continued Next Page

Signed and sworn to (or affirmed) before me,

this the 7 day of March, 20 24.

My Commission Expires: _____

Notary Public

NOTARY PUBLIC
Expires
3/23/2027
Vanezza D Rivera
My Commission
HH 342140
STATE OF FLORIDA

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: Christian Infante

Title: Manager

Signature:  Date: 03/07/2024

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2024-11-007

Title: Canal Maintenance Services

Name of Contractor SFM Landscape Services, LLC.

Date Addendum Received 3-6-24

Total Pages of Addendum including Acknowledgement 2

Print Name Christian Infante

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SFM Landscape Services, LLC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7500 NW 74 Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Medley, FL 33166

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 4 9 0 8 8 4 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 ▶ [signature] Date ▶ 01.02.2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SFM Landscape Services, LLC. (hereinafter called the Principal), and Atlantic Specialty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New York is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of 5% PERCENT OF THE 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")
Canal Maintenance Services

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 SFM Landscape Services, LLC., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Atlantic Specialty 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 7th day of March, and attested by its Attorney-in-Fact, A.D., 2024.

ATTEST:

President (Title)

SFM Landscape Services, LLC.

By: (Principal)

ATTEST:

Atlantic Specialty Insurance Company

By: (Surety) Attorney-in-Fact D.W. Matson III

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

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John W. Charlton, D.W. Matson, III**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of March, 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

3. FIRM QUALIFICATIONS AND EXPERIENCE

Our History... For more than 40 years, the eyes of the world were set on Miami's Orange Bowl Stadium. The manicured lawns and impeccably clean venue set the spotlight for some of the city's most memorable events. Since 1972, the company responsible for keeping the facility looking its best, has been SFM Services, Inc. Although the Orange Bowl closed its doors in 2007, SFM Services continues its mission of making South Florida's most notable locations and memorable events look their best.



Years Serviced: 1972 to 2007

We are proud of our client retention:

- City of Miami Beach since 2009
- Town of Miami Lakes since 2003
- Baptist Health South Florida since 2015
- City of Coral Gables since 2001

SFM provides custom maintenance services tailored to the individual needs and goals of our clients. Servicing South Florida since 1972, SFM is recognized for its exceptional landscape maintenance, installation, and arbor care services. We are a "one-stop shop" for municipalities and commercial businesses to outsource the necessary services to maintain a clean and safe environment for its residents, tourists, and business community. SFM is not your typical landscape company. Our company has the experience, talent, and practices of a national firm, but the service and area knowledge of a local company dedicated to its clients and client needs. We offer a unique blend of services including but not limited to:

- ✓ Disaster Recovery Services
- ✓ Tree Trimming, Pruning, Removal
- ✓ Litter Control
- ✓ Canal Maintenance Services
- ✓ Landscape Design & Installation
- ✓ Stump Grinding
- ✓ Street Sweeping Services
- ✓ Comprehensive Landscape Services

SFM's headquarters are in Miami-Dade County. Our facility has approximately 20,000 square feet of office space, 15,000 square feet of warehouse space, and close to 3 acres of land. That, plus access to the latest equipment and a fleet of over 100 vehicles sets us apart from the rest. SFM has 3 full-time mechanics to service our entire fleet year-round. Additionally, SFM has a Broward Branch centrally located in the City of Margate.

SFM is known for its local employment opportunities throughout Miami-Dade and Broward County. With nearly 1,000 employees currently on payroll in South Florida, we are truly a "Hometown" business that continuously gives back to our local community.

SFM Landscape is the premier landscaping company in South Florida. We have the experience, management talent, labor, and financial resources that few if any of our competitors bring to the table. SFM is a permitted Miami-Dade County General Hauler. SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor (MOT). General Manager, Robert Montesino holds a GCSAA Class A certification, and is a licensed Fertilizer and Commercial Pesticide Applicator. **We are also FDOT pre-qualified.**



The SFM team uses the best horticultural management practices possible. We are members of these leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- Tree Care Industry Association. (TCIA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)

SFM has experience providing year-round landscape maintenance services, and tree trimming & removal services to some of South Florida's most prominent medical and educational facilities such as Baptist Health South Florida, Broward Health, Miami-Dade College, and the Miami-Dade County School Board. Some of our most notable clients from the public sector include:

- City of Doral
- City of Tamarac
- City of Coral Gables
- Town of Miami Lakes
- City of Homestead
- Village of Biscayne Park
- City of Miramar
- City South Miami
- City of Hialeah
- Village of Key Biscayne
- City of Margate
- City of Fort Lauderdale
- City of Miami Beach
- City of Miami Springs
- Florida Department of Transportation
- City of North Miami Beach
- North Bay Village
- Town of Surfside

The Right Choice

SFM has proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. SFM has the experience, qualifications and most importantly, the commitment to service the Village of Palmetto Bay. We enforce a drug free policy, and all employees are bonded and go through a criminal background check. **SFM is confident that we are the right choice for Palmetto Bay's Canal Maintenance Services.**

BENEFITS OF HIRING SFM SERVICES



South Florida Hometown Experience:

SFM is truly a South Florida "Local" business. Locally headquartered in South Florida since 1972, our team is rooted in and has in-depth knowledge of the local Tri-County area. Our local presence gives SFM an advantage over other firms.



Direct Ownership Support:

Unlike large-national impersonal firms, SFM is a local, minority, family-owned company run by its Founding Officers Jose, and Christian Infante. Palmetto Bay will have direct access to SFM's proprietors 24/7/365.



Risk Management:

SFM has a robust Risk Management & Safety Program that contributes to the business continuity and success of our operations. SFM's Risk Management Team is composed of thorough quality control, training, and employee engagement. This composition allows SFM to quickly identify, assess, and mediate known risks as well as identifying and securing potential unknown events.



Training:

Our Team prides itself in having one of the best combined training programs in South Florida. The quality of service we deliver through extensive training has permitted us to grow exponentially over the last decade. SFM staff receive continuous training in all areas of landscape protocols to ensure our clients get the most out of their SFM experience. Because SFM has its own in-house training program, our team is not limited to monthly or quarterly trainings; We train on an as needed basis to maintain quality services.



Recruitment:

We believe that the best way to offer exceptional service to our clients is to recruit the most talented, dedicated people in the industry. SFM's experienced recruitment team targets local residents for employment opportunities thus fostering community involvement and development. SFM is well known for its local employment opportunities. Currently SFM *Services has nearly 1,000 active employees in Miami-Dade and Broward County.*



Technology:

SFM uses technology that offers transparency and real-time information. Our web-based management software and scanning systems can immediately dispatch services as needed instead of routine schedules. This allows SFM staff to anticipate, prevent and respond more effectively.

FINANCIAL STABILITY

SFM Landscape Services, LLC., has the financial support and working capital needed to fuel our resources and assets essential to our operations. SFM has enough bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount from a surety firm rated A- (Excellent) by an AM Best. SFM has never defaulted on a contract or failed to perform through its entirety**. Audited Financial Statements are readily available upon request.**

City National Bank
BCI FINANCIAL GROUP

October 22, 2021

SFM Services, Inc.
9700 NW 79 Ave.
Miami Lakes, Fl 33016

Ref: Bank Reference Letter

To Whom It May Concern:

This letter is to confirm the banking relationship City National Bank of Florida has with SFM Services, Inc (SFM) since 2012. SFM has handled their depository accounts in a satisfactory manner and line of credit as agreed, while maintaining average depository balances in the medium 7 figures , with high credit in the medium 7 figures including lines of credit with availability in the 7 medium figures.

We look forward to continuing working with SFM and assisting their growth throughout the coming years. Please do not hesitate to contact us with any questions at 305 577 7475.

This letter is provided on behalf of our client without liability to the bank and/or its staff.

Very truly yours,

Roberto J Blandon
Senior Vice President
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
Roberto.Blandon@citynational.com

dun & bradstreet

Company Name: SFM Landscape Services, LLC
Dun & Bradstreet D-U-N-S® Number: 07-913-4542

Come back before June 30, 2021 and save 20%[1]

Overview of Your D&B® Business Credit Scores (as of 5/1/2021)[2]

PAYDEX®

Score

78

100 – 70	69 – 60	59 – 40	39 – 21	20 – 0
Low Risk	Low–Moderate Risk	Moderate Risk	Moderate–High Risk	High Risk

Delinquency Predictor

Class

2

1	2	3	4	5
Low Risk	Low–Moderate Risk	Moderate Risk	Moderate–High Risk	High Risk

Financial Stress

Class

3

1	2	3	4	5
Low Risk	Low–Moderate Risk	Moderate Risk	Moderate–High Risk	High Risk

Supplier Evaluation Risk Rating

Class

4

1 – 4	5 – 6	7	8 – 9
Low Risk	Moderate Risk	Moderate–High Risk	High Risk

One or more of your D&B business credit scores may have changed.
Call **1-844-600-0566** now to speak with an Account Manager about reactivating your CreditBuilder™ account—**and save 20%.**

To learn more about these scores, visit DandB.com/mycredit.

1 Discount applies to current price of new CreditBuilder subscription. One offer per D&B D-U-N-S Number.

2 Scores and ratings are based on findings as of 5/1/2021.

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DISTINCTIVE SERVICES OFFERED

SFM is not your typical service company. We offer a wide range of year-round services to our clients.

Street Sweeping Available





SFM has a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

Pressure Washing Available





Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability.

Debris Removal Available



Self-loader grapple dump trucks (up to 80 CY)
Echo-friendly vehicle for litter control

DISASTER RECOVERY SERVICES

SFM Services is one of South Florida's top disaster recovery service provider. Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County.

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services. Therefore, for any emergency, SFM is prepared to deploy and facilitate quickly and efficiently.



SFM has provided disaster recovery service to several municipalities after the following storms:

- 1992 Hurricane Andrew
- 2004 Hurricane Francis
- 2004 Hurricane Charley
- 2005 Hurricane Katrina (Mississippi & Florida)
- 2005 Hurricane Wilma (Mississippi & Florida)
- 2005 Hurricane Dennis
- 2008 Hurricane Ike (Texas)
- 2017 Hurricane Irma

Some of our clients in disaster recovery services include:

- City of Coral Gables
- University of Miami
- Miami-Dade County
- Miami-Dade County School Board
- Miami-Dade College
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes
- Village of Pinecrest
- City of North Miami Beach
- City of West Park
- Baptist Health South Florida

VILLAGE OF PINECREST
Department of Public Works

Mark Spanioli, P.E.
Public Works Director
publicworks@pinecrest-fl.gov

March 26, 2018

Christian Infante
SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL. 33016

Dear Christian:

I am writing this letter to thank you and your staff for playing such an important role in the clean-up efforts following Hurricane Irma. Your crews worked diligently performing debris removal, cutting hazardous tree limbs, clearing streets of downed trees, and even removing the enormous downed trees at Pinecrest Gardens with the use of a large crane.

The Village of Pinecrest is pleased to have a local partner in our Disaster Response Team like SFM Services, Inc. Hopefully we won't have any hurricanes this year but, if we do, count on getting a call from me. Please feel free to list me as a reference.

Should you have any questions, please feel free to contact our office.

Thank you,

Mark Spanioli, P.E.
Public Works Director

10800 Red Road, Pinecrest, Florida 33156
T: 305.669.6916 | F: 305.669.6919
www.pinecrest-fl.gov

Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

miamidade.gov

Thursday, January 3, 2019

Christian Infante
SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL. 33016

Dear Christian:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank SFM Services for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by SFM Services during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

Mike Fernandez
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management

MIAMI LAKES
Growing Beautifully

Monday, March 18, 2019

Christian Infante
SFM Services, Inc.
9700 N.W. 79th Avenue.
Hialeah Gardens, FL 33016

Dear Christian:

This letter serves as confirmation and as a reference for SFM Services, Inc. who was a subcontractor under AshBritt Environmental Services for Disaster Recovery services provided to the Town of Miami Lakes post Hurricane Irma. Between SFM and its subcontractors approximately 64,000 cubic yards of debris where hauled from the Town's right of ways to our temporary debris management site where you grinded and hauled it away. SFM's responsiveness and ability to respond to the Town's needs were commendable as the Town was one of the fastest municipalities to recover after the storm. SFM will be a company we will look to work with if any future disaster recovery needs arise.

Sincerely,

Tony Lopez
Deputy Town Manager

6601 Main Street, Suite 208 • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
www.miamilakes-fl.gov

November 1, 2018

To whom it may concern:

This letter is to document the disaster recovery work performed by SFM Services, Inc. It was completed in accordance with the terms and conditions of the Contract. SFM was contracted to grind collected vegetation debris, manage the temporary debris management site and to haul away and dispose the grinded vegetation. There were approximately 123,444 cubic yards of vegetation.

Additionally, SFM performed stump removal services throughout the Village streets.

If you have any questions I can be reached at 305.795.2210 or daviss@miamishoresvillage.com

Sincerely,

Scott W. Davis
Director, Public Works Department
Miami Shores Village

EVENT CLEANING

SFM can help with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra-Music Festival
- SOBE Food & Wine Fest
- Bayfront Park & Amphitheater
- Carnival on the Mile
- Miami Speed Week



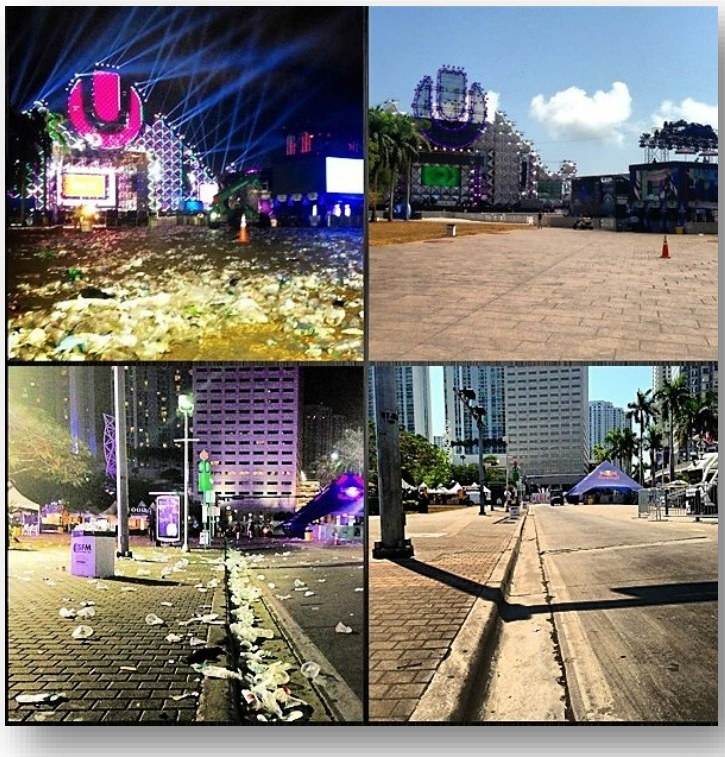
Years Serviced: **1972 to 2007**

The Fair™
Miami-Dade County Fair & Exposition, Inc.

Years Serviced: **1978 to Present**

BEFORE

AFTER



Ultra-Music Festival
165,000
Attendance in 3-days
Years Serviced:
1998 to Present

HIGH DISINFECTION SERVICES

SFM can help you by providing High Disinfection Cleaning and Electrostatic Disinfection Services. SFM only uses hospital grade and EPA registered products that kill 99.9% of bacteria and viruses including COVID-19. A key advantage to the highly affective electrostatic technology is its ability to cover 100% disinfectant solution to the applied surfaces. SFM is one of the only companies providing "Electrostatic Disinfecting" while most companies are using a less effective method called fogging.



SFM currently offers 2 different methods of disinfection services:





1. Electrostatic Disinfection. Using only EPA registered disinfectants, Electrostatic Disinfection provides 100% coverage.

2. Manual Disinfecting. Complete High-Disinfection wipe down of all high-touch, vertical and horizontal surfaces. (Tables, desktop equipment, light switches, doors, doorknobs etc.)

One of the first COVID-19 cases in Miami-Dade County was in the Town of Bay Harbor Islands. Our firm was contracted to provide high disinfection cleaning. Other clients we have helped with COVID-19 cases include:

- Miami-Dade County Public Schools (The 1st school disinfected in the County).
- City of Coral Gables Police Department.
- City of Hialeah City Hall & Fire Stations.
- City of Miami Beach City Hall, City fleet, & facilities.
- Town of Bay Harbor Islands and many more.

After our disinfection services, we provide you with a Certificate of Disinfection

Promotes a safe and clean environment



SFM strongly believes in giving back to the community Christian Infante, President of SFM is personally involved in several local nonprofits.

During the 2020 pandemic, every Wednesday for 6 months was Pizza Day for the foster children and staff at His House Children's Home courtesy of SFM and their partners at Power Pizza.







We support "Red Nose Day". Funds raised benefit children in some of the poorest communities in the world.



SFM supports annual back to school drives for many clients.



SFM participates in the annual Susan G Komen #RaceForTheCure



La Liga Contra El Cancer Walk



Miami Dade Schools & Miami Dolphins Butterfly Garden



City of Doral
Earth Day Tree Donation

SFM Donates Face Buffs to Gables Police Department

SFM donated 300 custom face buffs for the City of Coral Gables Police Department with the CGPD logo printed on them.



Free Disinfecting of 1st Responder Fleet

Thank You for Your Service

As a thank you to our 1st Responders, SFM sent trained disinfecting crews to clean and disinfect the interior of police fleets at no charge to several local police departments.



4. PAST PERFORMANCE & REFERENCES

City of Miami Beach (Right of Ways & Buildings)
1700 Convention Center Drive, Miami Beach, FL 33139
P. Rodney Knowles, Greenspace Division Director Public Works Department
Ph.: 305-673-7080 Email: rodneyknowles@miamibeachfl.gov
Date of Service: 2011 to 2020
Approx. Contract Value $ 1M
Description of Service: SFM provided complete landscape maintenance, tree trimming, irrigation, litter control, and lawn care throughout the city's right of ways and municipal buildings.

City of Doral
8401 NW 53rd Terrace. Doral, FL. 33166
Henry Martinez, Superintendent of Streets
Ph: 305.593.6740 Ext. 6003/6025 Email: henry.martinez@cityofdoral.com
Date of Service: 2020 to present; 2012 to 2020
Approx. Contract Value $ 1M
Description of Service: SFM provides right-of-way maintenance throughout the city. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming. City. Other services currently provided are street sweeping services and canal cleaning services.

Town of Miami Lakes
6601 Main Street, Miami Lakes, FL 33014
Jeremy Bajdaun, CPRP Director of Parks and Recreation
Ph: 305.364.6100 Fax: 305.558.8511 Email: bajdaunj@miamilakes-fl.gov
Date of Service: 2004 to present
Approx. Contract Value $ 50K
Description of Service: SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

Baptist Health South Florida
8950 North Kendall Drive Miami, FL. 33176
Yanei Perez, Property Manager
Ph: 305.812.9179 Email: yaneip@baptisthealth.net
Date of Service: 2015- present
Approx. Contract Value $250K
Description of Service: SFM provides complete landscape maintenance including tree trimming, irrigation maintenance, mulching, and landscape installation to several Baptist Health locations. SFM maintains approximately 42.3 acres of land.

Additional references are available upon request.

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PUBLIC WORKS DEPARTMENT
Greenspace Management Division

Friday, May 22, 2020

Christian Infante
SFM Services, Inc.
7500 NW 74th Street
Medley, FL. 33166

Dear Christian,

I want to send you a quick note to thank you and your team for all of your hard work within the City of Miami Beach. SFM Services, Inc. has been successfully providing landscape maintenance services to our City for over 10 years. Your contract, ITB 2014-275-LR includes lawn maintenance, tree/palm trimming, irrigation maintenance, and litter control for our entire South Right-of-Way, including the Julia Tuttle and MacArthur Causeways, which are major gateways into our City. We appreciate your responsiveness, professionalism, and all-around wonderful customer service any time an issue has been brought to your attention.

Please feel free to list me as a reference.

Sincerely,

P. Rodney Knowles
Greenspace Division Director

Tuesday, May 26, 2020

Mario Cantero
SFM Services, Inc.
7500 NW 74th Street
Medley, FL. 33166

Dear Mario:

This letter is to confirm SFM Services, Inc. has been the City's landscape maintenance contractor since 2005. Over the years SFM has become an essential part of our City's Public Works Department. SFM has also provided street sweeping, canal maintenance, and disaster recovery services. We appreciate SFM also contributing to our City's Earth Day events in the past.

Please feel free to list me as a reference.

Sincerely,

Henry Martinez,
Superintendent of Streets
Public Works Department
henry.martinez@cityofdoral.com



FDOT Landscape Installation
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Villa



Granada Golf Course

SFM Services, Inc.

is proud to work with:







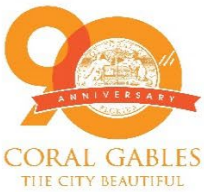


















































5. KEY PERSONNEL

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ Licensed in Clearing & Grubbing
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed



Jose M. Infante, **Founder of SFM Services.** Mr. Infante has over fifty years of experience in the landscape industry. He is also an ISA certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association). He also holds a pest control applicator license.



Christian Infante, **President.** Mr. Infante has over twenty years of experience in landscape management & irrigation. Mr. Infante has a bachelor's degree in business marketing & management from Florida International University (FIU), Mr. Infante has earned a portfolio of certifications. He is an ISA Certified Arborist and holds a certification in Horticulture and M.O.T. traffic control. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Service's projects. He is also in charge of all emergency/ disaster recovery operations.



Israel Rosado, COO. Mr. Rosado is a highly experienced and accomplished operational executive, having led large-scale operations throughout his career. Has an analytical approach to problem solving which compliments his extensive background in project management and has resulted in creating customer value. Mr. Rosado has a bachelor's degree in finance from Florida International University (FIU).



Robert Montesino, General Manager-Landscape Division. Mr. Montesino brings over 20 years of landscape expertise to SFM. Mr. Montesino is a certified GCSAA Class A Superintendent and field expert in Golf Course Maintenance. He has vast knowledge in grasses and re-grassing, chemical and fertilizer application, grounds maintenance, and installation. He also holds a license in pesticide application. Mr. Montesino oversees supervision of personnel, purchasing of supplies, budget preparation, payroll, capital improvement projects, and maintenance of equipment.



Daniel Echeverria, Production Manager/ Account Supervisor. Mr. Echeverria joins the SFM team with over 20 years of landscape maintenance experience. He has quickly proven himself and has risen through the ranks from being a general laborer to crew leader, to site supervisor, and production manager. He has communication skills that enable him to not only get a higher level of performance out of our employees on a day-to-day basis but, also when challenging situations arise.



Luis Sanchez, Risk and Safety Manager. Mr. Sanchez is an accomplished Environmental Health and Safety professional with a distinguished record of leading teams, optimizing processes, and enhancing systems to drive bottom-line performances. With a data-driven approach, Luis excels in designing programs that harmonize corporate objectives with regulatory mandates, equipping companies with the necessary resources to unlock potential and achieve operational excellence. Luis brings over 20 years of military experience to his role, complementing his position as a senior bilingual instructor.



Justo Lopez, Fleet Manager. Mr. Lopez plans, directs, and coordinates the operation of SFM's fleet of vehicles and equipment. Some of his duties include purchasing, cost reduction strategies, preventive maintenance to equipment and vehicles, fuel management, and GPS tracking management. Mr. Lopez also coordinates our facility's maintenance and oversees our three in-house mechanics.



Terry Alfonso, Corporate Controller. Ms. Alfonso joins the SFM team with 30 years of corporate accounting experience and a wealth of knowledge in Tax laws. She earned her bachelor's and a master's degree in accounting from Florida International University and is currently a professor at Miami Dade College where she teaches Accounting and Tax. Ms. Alfonso is directly responsible for all accounting and finance functions inclusive of revenue cycle management, cost accounting, treasury, and financial reporting at SFM.



Barbara Findo, Director of Human Resources and Safety. Ms. Findo is a Society for Human Resource Management Certified Professional. She oversees the recruitment, payroll, workers compensation, benefits, and HR compliance of the department. She led the implementation of the ACA medical insurance, 401k, parental leave, and supplemental benefits. She works closely with all work-related incidents, ensuring all employees are well informed and attended to. Recently, Ms. Findo led the implementation of SFM's new HR workforce software, UKG.



Vanezza Rivera, Administrative Assistant. Ms. Rivera serves as a corporate assistant at SFM. Her primary role is to provide support to Senior Officers and ensure that all government contracting opportunities are effectively managed. She develops formal bid qualifying proposals and submittal materials for purchasing committees. Additionally, she is responsible for administering and managing contracts, vendor registrations, certificates of insurance, and liability claims. Ms. Rivera is responsible for researching, identifying, and contacting potential resources for disaster recovery services. In 2017 post Hurricane Irma, Ms. Rivera coordinated up to thirty-five individual subcontractors and had over 250 debris hauling trucks in circulation daily throughout Miami-Dade County. Ms. Rivera is a bonded & insured Notary Public for the State of Florida.

Christian Infante
President
cinfante@sfmservices.com

Experience

1998 to Present	SFM Services, Inc. Oversee all aspects of landscape operations New account startups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Oversee all financial aspects of company Business Development & New contract negotiations

Education

1992 to 1996	Christopher Columbus High school
1997 to 2002	Florida International University Bachelor's degree in Business Marketing and Management
2006	University of Florida Certificate Course in Horticulture
2008	ISA Certified Arborist (License. # FL-5916A)

Additional Skills

Certified Arborist with ISA
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint,
Effective Management, Communication, and
Leadership skills, C.P.R. Certified

Volunteer Activities

Miami Lighthouse for the Blind Board of Directors
League Against Cancer
His House
Susan G Komen's Race for the Cure
Back to School Drives
A.P.W.A.

Jose M. Infante
Founder
jinfante@sfmservices.com

Experience

1987 to Present	SFM Services, Inc. Founder & Stockholder Oversee all aspects of Safety Program Oversee all financial aspects of company
1972 to 1986	Property Management & Maintenance Vice President & Stockholder In charge of all landscape operations Recruitment of personnel

Education

1963 to 1967	Christopher Columbus High school
1969 to 1970	University of Miami
1970 to 1973	Miami Dade Community College Associates Degree

Additional Skills

Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint,
Effective Communication and Leadership skills
ISA Florida Certified Arborist

Volunteer Activities

Director of Cuban Democracy PAC
Member of American Public Works Association

Robert Montesino
General Manager – Landscape Division
rmontesino@sfmservices.com

Experience

2020 to Present	SFM Services, General Manager – Landscape Division Manages the entire landscape division New contract negotiations and account startups
2019 to 2020	Brightview Landscape Services, Associate Branch Manager Responsible for overseeing several accounts within the branch as well as overseeing all chemical and fertilizer application for the branch.
2011 to 2019	Miami-Dade Parks, Superintendent Golf & Destinations Crandon Golf at Key Biscayne, Country Club of Miami Golf Course, Palmetto Golf Course, Greynolds Golf Course, Briar Bay Golf course. Responsible for overseeing all maintenance staff as well as the appearance, maintenance, and playability of four 18-hole golf courses, two 9-hole golf courses, and an 18-hole mini golf course.
2003 to 2011	Miami Dade PROS, Golf Course Superintendent
1997 to 1997	One Stop Properties, Landscape Account Manger
1996 to 2003	Muirfield Golf Group, Golf Course Superintendent

Education

1996	Miami Southridge High School
1996 to 2022	Pesticide RU licenses
1998 to present	GCSAA class A superintendent

Additional Skills

Budgeting, Project Management, Account Management, Maintenance, Sales, Training, Strategic Planning.

6. PROPOSED APPROACH & METHODOLOGY

Client Name	Start Date	Transition Lead
Palmetto Bay	**T.B.D.**	**Robert Montesino**

Purpose:

In order to achieve a seamless transition, SFM implements a 10-Step Transition Plan customized for each contract. The purpose of this process is to ensure a seamless integration of SFM Services when replacing existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning. Service dates and times will be coordinated with Palmetto Bay staff to ensure minimal disruption to traffic, residents, and businesses. Service schedules can be adjusted to meet specific client needs.

Goals:

- Deliver seamless transition that provides step-by-step instruction for SFM operations and assures Palmetto Bay of a problem free start-up.
- Identify key resources for transition tasks.
- Our Transition Plan creates accountability for transition team members by reporting the completion of tasks to Palmetto Bay.
- Create a base of communication between SFM and Palmetto Bay.
- On time job start and successful service implementation.

10-Step Process:

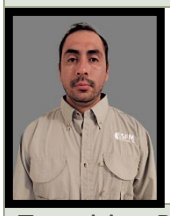
1. Mobilize SFM Transition Task Force
2. Expectations Meeting with Palmetto Bay
3. Employee Screening & Hiring
4. Order Equipment & Supplies
5. Employee Training
6. Invoicing Procedures
7. Onsite Orientation
8. Set up Supplies
9. Service Start Up
10. Follow up Meetings

KEY PERSONNEL



Robert Montesino, General Manager- Landscape Division (Transition Lead)
Phone: 786.256.0987
Email: rmontesino@sfmservices.com

Transition Role: Complete Contract Management, Client Expectations & Satisfaction, Program Implementation



Daniel Echeverria, Account Supervisor
Phone: 305.927.8088
Email: decheverria@sfmservices.com

Transition Role: Operations Management, Fleet & Equipment Maintenance Schedule Management, Employee Orientation, Service Delivery



Barbara Findo, **Director** of Human Resources and Safety
Phone: 786.246.0102
Email: bfindo@sfmservices.com

Transition Tasks: Recruitment, Employee Background Checks, Drug Testing, New Hire Onboarding & Training



Christian Infante, President & Corporate Support
Phone: 305.525.9442
Email: cinfante@sfmservices.com

Transition Tasks: Corporate Support, Quality Control



Luis Sanchez, Risk and Safety Manager
Phone: 305.818.2424 x. 1931
Email: lsanchez@sfmservices.com

Transition Tasks: Risk Management, Employee Safety & Training

EQUIPMENT

SFM has 3 full-time mechanics on staff that are responsible for maintenance and upkeep of the fleet and equipment. Equipment is replaced once it has expired its life expectancy. This ensures that services are not interrupted due to equipment breakdown or supply shortages.

SFM utilizes Whip Around, a web-based fleet maintenance software that allows us to track, document, and report vital data we need to optimize the performance of our fleet. Every driver completes a pre-trip inspection daily as a preventative maintenance measure. Whip Around also tracks fuel usage and integrates with our vehicle tracking software, GEOTAB.

SFM will have all necessary equipment and personnel needed to provide services requested in the ITB. Below please find a summary of vehicles and equipment as well as a few pictures.

Canal boat for litter & herbicide



(3) Bucket Truck (Altec) (Ford chassis)

2) Self loader grapple trucks. (40CY) MACK

(4) Water Trucks





(36) Pickup trucks. Chevy & Nissan

3) Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability.





(31) Scag Mowers

(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton





All smaller equipment used will be ECHO brand.

Power trim edgers & Backpack blowers

- String trimmers
- Assorted hand tools



Additional Equipment used for Tree Trimming/Pruning & Removal



















HIRING FORMAT

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices.

SFM Services performs LEVEL 1 & LEVEL 2 investigative background checks for all employees staffing our client's facilities. Our investigative background checks include the following:

- ✓ Social Security Number Verification
- ✓ Criminal History Search (7 years)
- ✓ Terrorist Watch List
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (7 years)
- ✓ Florida HRS Abuse Registry

SFM employee files contain health checks and required testing as well as all documented training and development compliant with OSHA.

All drivers for SFM are registered with SambaSafety. SambaSafety gives us the security of knowing that our drivers are continuously being monitored while on and off the job. Their system always encourages our employees to drive safely.

METHODOLOGY

Step 1: Utilize SFM's network of 1,000+ employees in local market, coordinate interviews with incumbent employees, utilize online digital platforms such as Zip Recruiter and Social Media. SFM also places advertisements in the local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

Step 3: Hire supervision.

Step 4: Employee application review and job orientation.

Step 5: Criminal background check and Drug screening.

Step 6: Make offer of employment to all new hires and I-9 verification.

Step 7: Joe Pinon, Director of Risk Management. Provide New Hire Training.

Assurance Personnel Availability

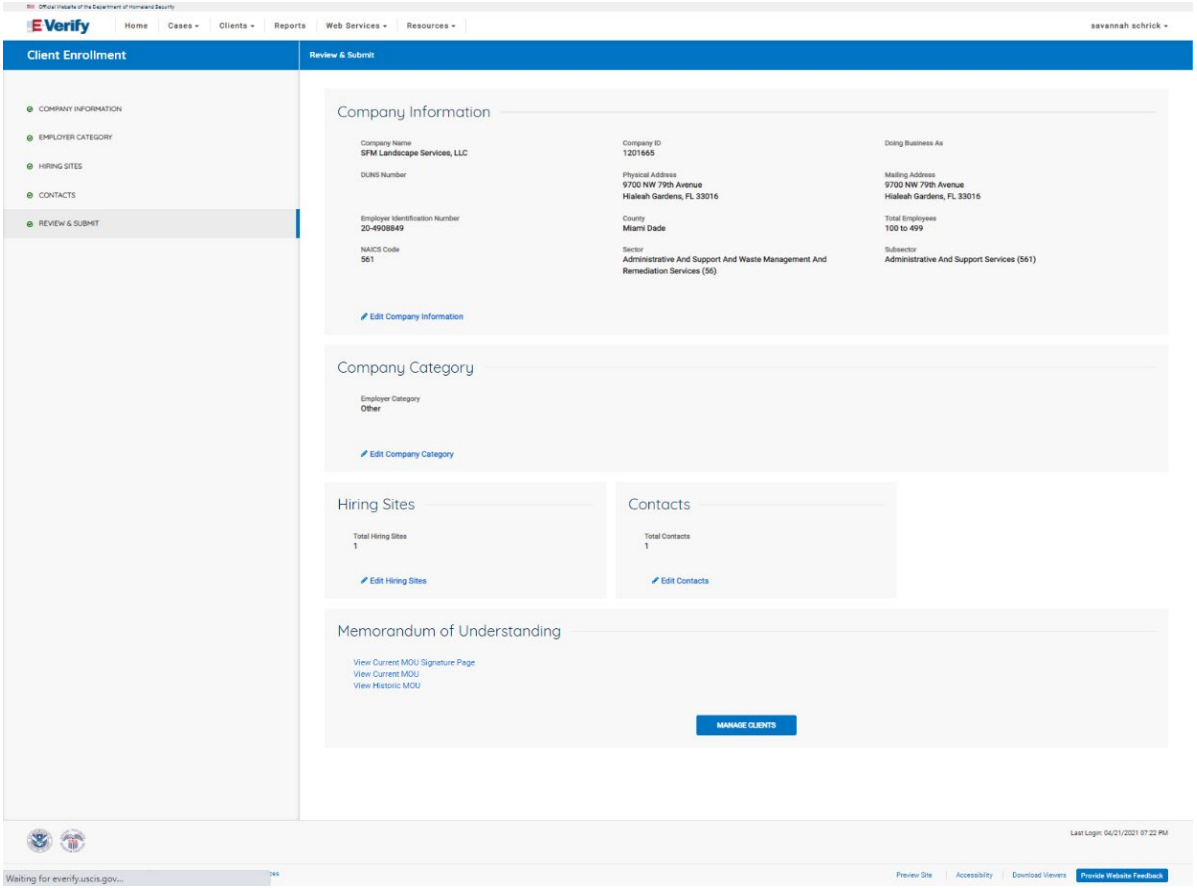
Some positions in this contract will be part-time. This will allow us to have a pool of back up staff on call that will already possess the necessary qualifications, training, and experience to carry out their work.

SHANNON MELENDI ACT/ BACKGROUND CHECKS

As a standard practice, our Team will run level 1 & 2 federal background checks (nationwide check involving all states) on all its new hires as required. Employees requiring access to federally regulated secure areas will undergo individual background screening. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have had no incidents of incorrect or false information. For this contract SFM will not hire any employee who:

- Has been convicted of a violent felony or conspiracy to commit a violent felony within the past (5) yrs.; or
- Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) yrs.; or
- Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- Is a sexual offender or a sexual predator; or
- Has failed to provide proof of United States citizenship or legal immigration status in the United States.

E-VERIFY AFFIDAVIT



UNIFORM & ID'S

We realize the importance that a properly identified employee can have working throughout the Village. For this reason, SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.



Should you wish a different type of uniform, we can provide shirts, slacks, windbreakers, and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors, and logos.

The identification card is just as important as a clear identifiable uniform. Every SFM employee is provided an employee ID and required to carry it with them during work hours.

SFM understands and enforces the need to have all personnel clearly identified. We want to make sure your patrons feel safe and that they always know who is working around them.





SFM Full-Service Crew

EMPLOYEE SATISFACTION AND RECOGNITION PROGRAM

SFM Landscape's Employee Satisfaction and Recognition Program aims to create a positive work environment and acknowledge the hard work and dedication of our employees. We understand the importance of employee satisfaction in achieving organizational success and believe that recognizing their efforts is crucial in fostering motivation and loyalty. We recognize employees in multiple ways:

- Spot bonuses for positive client feedback
- Spot bonuses for achieving Excellent Quality Control results
- Employee of the Month
- Safety BBQ's/Picnics if Safety Goals are achieved
- End of Year bonus for select staff

SFM employees are offered the following benefits:

Immediately

- Overtime pay rate if certain holidays are worked.
- Safety rewards and bonuses.
- Free uniforms.
- Direct deposit.



After 90-Day probation period.

- Health Insurance.
- Free Life Insurance
- Lifeworks Employee Assistance Program
- Safety rewards & bonuses.
- Continued education.
- Career advancement opportunities.

After 1-Year of employment.

- Enrollment into 401K program for supervisors and managers.
- Paid time off for supervisors and managers.

SFM IS PROUD TO PARTICIPATE IN THE NATIONAL DRUG FREE WORKPLACE PROGRAM.



It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.

Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is justifiable cause to do so.

All employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals



- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help

To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors

7. SAFETY & TRAINING PROGRAM



At SFM, safety is our top priority. We believe that a safe and secure working environment is essential not only for the well-being of our employees but also for the successful completion of our projects. To uphold this commitment, we have developed a comprehensive Landscape Safety and Training Program. This program ensures that all employees involved in the landscape industry are aware of the potential risks and are equipped with the necessary knowledge and skills to work safely.

The main objectives of the Landscape Safety and Training Program are as follows:

1. Prevention: The program aims to prevent accidents, injuries, and fatalities by raising awareness and promoting safe practices.

2. Education: It provides employees with the necessary training to understand and comply with safety rules and regulations.

3. Communication: It fosters open lines of communication between employees and management regarding safety concerns and issues.

4. Reinforcement: The program reinforces the importance of safety by sharing success stories and recognizing employees who demonstrate exceptional safety practices.

5. Continuous Improvement: It encourages employees to continuously evaluate and improve their safety practices.

The Landscape Safety and Training Program consists of various components:

1. Safety Training: All employees receive comprehensive safety training, including general safety awareness, hazard identification, and emergency procedures.

2. Risk Assessment: Regular risk assessments are carried out to identify potential risks and develop appropriate control measures.

3. Safety Policies and Procedures: Employees are familiarized with and trained on the company's safety policies and procedures, including reporting procedures, fall protection, respiratory protection, and confined space entry.

4. Safety Equipment: Proper safety equipment is provided to employees, including personal protective equipment (PPE) such as hard hats, gloves, and safety glasses.

5. Safety Meetings: Regular safety meetings are held to discuss relevant safety topics, share safety updates, and address any concerns or questions.

6. Safety Toolbox Talks: Daily safety toolbox talks are conducted to ensure that employees maintain a high level of safety awareness and address specific hazards.

7. Safety Incentives: Safety incentives are established to reward employees for outstanding safety performance.

8. Safety Inspections: Regular safety inspections are conducted by safety officers to identify potential hazards and to ensure compliance with safety protocols.

9. Safety Reporting: Employees are encouraged to promptly report any safety incidents, near misses, or hazards through the established reporting channels.

10. Safety Feedback: Employees receive regular feedback on their performance and safety practices, enabling them to continuously improve.

SFM'S IN-HOUSE TRAINING OVERVIEW

SFM has a thorough training program specific for Landscape Services. Training is conducted by SFM's Risk and Safety Manager, Luis Sanchez. Mr. Sanchez is a certified instructor with the State of Florida. This is a competitive advantage SFM has over other Landscape companies. It gives SFM the ability to train and retrain employees as necessary throughout the year. Trainings in "PPE (Personal Protection Equipment)" and "Work Safety Practices & Procedures" are conducted. In the photograph to your right, our landscape crews learn how to operate chippers and follow safety guidelines.



Tree Maintenance Training Overview

SFM's Tree Maintenance Training Overview is a comprehensive training program designed to provide our employees the with the skills and knowledge necessary to perform tree maintenance services effectively. This training will cover various topics related to tree care, including tree identification, pruning techniques, disease identification, safety protocols, and emergency procedures.

Methodology:

1. Classroom teaching based on research and personal experiences.
2. Professional participation by experts in the field of the subject.
3. Practical exercises discussed and acted in role plays in class.
4. Situational Exercises where specific issues are presented and resolved in class by the student and further discussed in a group setting.

5. Testing and Quizzes of materials shared in class.
6. Providing training materials when necessary for further evaluation and study.

Objectives:

1. Identifying Trees: Employees are trained in how to identify common tree species and their general characteristics.

2. Pruning Techniques: The training will cover various pruning techniques suitable for different tree species.

3. Disease Identification: Understanding the signs of common tree diseases is essential for proper tree care.

4. Safety Protocols: Employees are trained on safety protocols and guidelines to avoid accidents and injuries.

5. Emergency Procedures: In case of emergencies, such as fallen trees or storm damage, employees are trained on procedures to minimize damage and ensure the safety of personnel and property.

Tree Maintenance Training













Winners of Employee Safety BBQ

242 DAYS WITHOUT AN EMPLOYEE ACCIDENT!!!





Safety Training



She won a car!!!

Vehicle Giveaway

CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that SFM LANDSCAPE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 9, 2006.

The document number of this limited liability company is L06000047727.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 16, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of October, 2023

Secretary of State

Tracking Number: 9169988327CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 16, 2023
Secretary of State
7333851361CC

DOCUMENT# L06000047727

Entity Name: SFM LANDSCAPE SERVICES, LLC

Current Principal Place of Business:

7500 NW 74TH AVE
MEDLEY, FL 33166

Current Mailing Address:

7500 NW 74TH AVE
MEDLEY, FL 33166 US

FEI Number: 20-4908849

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TRIAY, CARLOS A
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGRM
Name	INFANTE, CHRISTIAN H	Name	SFM SERVICES, INC
Address	9700 NW 79TH AVE.	Address	9700 NW 79 AVE
City-State-Zip:	HIALEAH GARDENS FL 33016	City-State-Zip:	HIALEAH FL 33016

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CHRISTIAN INFANTE MANAGER 03/16/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

5770822

RECEIPT NO.
RENEWAL
1743963

EXPIRES
SEPTEMBER 30, 2024

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
SFM LANDSCAPE SERVICES LLC
7500 NW 74TH AVE
MEDLEY, FL 33166

OWNER
SFM LANDSCAPE SERVICES LLC
C/O CHRISTIAN H INFANTE MGR

SEC. **TYPE OF BUSINESS**
213 SERVICE BUSINESS

Employee(s) 100 CM26154

PAYMENT RECEIVED BY TAX COLLECTOR
450.00 09/01/2023
FPPU02-23-009656

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

Town of Medley

LOCAL BUSINESS TAX RECEIPT

BTAX24-2640

VALID OCT 1, 2023- SEPT 30, 2024

SFM LANDSCAPE SERVICES LLC
7500 NW 74 AVE
MEDLEY, FL 33166

JOSE INFANTE
7500 NW 74 AVE
MEDLEY, FL 33166

Is hereby issued a Local Business Tax Receipt for the Town of Medley, valid through September 30th of the tax year listed above for the occupation of:
LANDSCAPE SERVICE.

"Issuance of this Business Tax Receipt (BTR) is not a development or zoning approval. All activities and uses operated pursuant to this BTR shall comply with the Town of Medley Municipal Code, Miami-Dade County Regulations and State Laws."

Folio No. 22-3011-002-0740

RESTRICTIONS:
NO OUTSIDE STORAGE AND NO LIVING ON PREMISES
PER DERM: DRY USE ONLY.
TRACTOR/TRAILERS BACKED TO LOADING DOCK MUST NOT BLOCK RIGHT OF WAY.

This Local Business Tax Receipt must be exhibited conspicuously at your place of business.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: SFM LANDSCAPE SERVICES LLC

Receipt #: 324-316748
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE SERVICES)

Owner Name: 5612 LLC
Business Location: 5612 NW 8TH ST
MARGATE
Business Phone: 954.532.0021

Business Opened: 06/03/2021
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee 81.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

5612 LLC C/O: SFM LANDSCAPE SERVIC
5612 NW 8TH ST
MARGATE, FL 33063-4519

Receipt #04B-22-00003769
Paid 09/31/2023 81.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

Business Name: SFM LANDSCAPE SERVICES LLC

Receipt #: 324-316748
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE SERVICES)

Owner Name: 5612 LLC
Business Location: 5612 NW 8TH ST
MARGATE
Business Phone: 954.532.0021

Business Opened: 06/03/2021
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt #04B-22-00003769
Paid 09/31/2023 81.00

27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #04B-22-00004077
Paid 09/14/2023 27.00

CITY OF MARGATE
Together We Make It Great

City of Margate, Florida
Local Business Tax Receipt
901 NW 66th Avenue
Margate, FL 33063
(954) 979-6213

Business Name: SFM LANDSCAPE SERVICES LLC *Receipt Nbr:* 24-00009930
Location address: 5612 NW 8TH ST
Issue Date / Class: LANDSCAPING CONTRACTORS
Effective Date: October 01, 2023 *Expiration Date:* September 30, 2024
Receipt Fees: 130.00
Comments:

For Home Local Business Tax Receipt: No Commercial Vehicles Permitted at Residence. No Inventory, Stock of Trade, Sales or Display, Permitted.

Commercial and all others: No Outside Sales, Service, Display, Stock or Storage without prior City Commission Approval.

0008407

SFM LANDSCAPE SERVICES LLC
5612 NW 8TH ST
MARGATE FL 33063-4519

NOTICE: RECEIPT MUST BE TRANSFERRED WHEN BUSINESS IS MOVED OR SOLD.
(Please see bottom portion of this form)

Post This Receipt in a Conspicuous Place

Maximum Capacity: N/A

MBE Certification

SFM Landscape Services, LLC. is the subsidiary of and 100% owned by SFM Services, Inc., a certified minority owned business. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic. SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida State Minority Supplier Development Council. (305.762.6151)



THIS CERTIFIES THAT

SFM Services, Inc.

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561730; 561720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/01/2023		FL02106
Issued Date		**Certificate Number**
12/01/2024	**Ying McGuire** **NMSDC CEO and President**	
Expiration Date		**Beatrice Louissaint, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

The International Society of Arboriculture

Hereby Announces That

Christian H. Infante

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

8 June 2008	30 June 2026	FL-5916A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

John Munro

Has Earned the Credential

ISA Certified Arborist Utility Specialist®

By successfully meeting ISA Certified Arborist Utility Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

28 October 2020	31 December 2024	FL-9390AU
Issue Date	Expiration Date	Certification Number



Certificate of Attendance

The Florida Chapter of the International Society Arboriculture as Sponsors of

Electrical Hazard Awareness Training

With Dr. John Ball

certifies to all that

Christian Infante

has completed 6 hours of continuing education by attending electrical hazard recognition, line clearance pruning practices, and emergency response workshop held in Pompano Beach, Florida, February 28, 2020, in partial fulfillment of the OSHA/ANSI training requirements for the incidental and line-clearance arborist.

February 28, 2020
Date

Norman C. Easey
Chief Executive Officer

ISA FLORIDA CHAPTER



CERTIFICATE
OF COMPLETION

This Certifies that

Christian Infante

Has completed the five-hour Electrical Hazards Awareness training conducted by:

STREAMSIDE GREEN

VICTORIAN GARDENS
A FULL SPECTRUM TREE & SHRUB CARE COMPANY

February 26, 2021
DATE

Jeff Thierbach, BCMA
INSTRUCTOR



ISA
International Society of Arboriculture

THIS IS TO CERTIFY THAT

Christian Infante

SATISFIED THE REQUIREMENTS FOR COMPLETION OF

Safety - Introduction to Arboriculture

AWARDED ON
8/26/2023



ISA
International Society of Arboriculture

THIS IS TO CERTIFY THAT

Christian Infante

SATISFIED THE REQUIREMENTS FOR COMPLETION OF

Principles of Pruning - Introduction to Arboriculture

AWARDED ON
8/25/2023



ISA
International Society of Arboriculture

THIS IS TO CERTIFY THAT

Christian Infante

SATISFIED THE REQUIREMENTS FOR COMPLETION OF

Tree Risk Assessment - Introduction to Arboriculture

AWARDED ON
8/25/2023

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTIAN INFANTE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-100.C:
INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100

Issued this 06th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHRISTIAN INFANTE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-700.B:
AN INTRODUCTION TO THE NATIONAL INCIDENT MANAGEMENT SYSTEM

Issued this 06th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU

August 28, 2023

BROWARD COUNTY TREE TRIMMER LICENSE

STANDARDS FOR MAINTAINING YOUR BROWARD COUNTY TREE TRIMMER LICENSE

1. The following shall be available for inspection at every work site where tree trimming is being carried out:
   - A copy of the company's Broward County Tree Trimmer license.
   - Proof of the company's current insurance coverage.
   - At least one person should possess a current Tree Trimmer training card.
   - Current training cards reflect that training was completed within the past two (2) years.
   - Picture identification issued by a government entity or agency.
2. At least one trained person must be available at every work site where tree trimming is being carried out.
3. The company's Tree Trimmer license number shall be prominently displayed on both sides of vehicles used in tree trimming.
4. Tree trimmer license number must appear in ads offering tree trimming and/or removal services. Advertisements include business cards, telephone directory advertisements, quotes for tree services, flyers and vehicles advertising tree services.
5. License holders shall ensure that all employees engaged in tree trimming are adequately trained regarding safety procedures in accordance with applicable federal and state law including the federal Occupational Saftey and Health Act of 1970 (OSHA).
6. Retraining is required before licenses can be renewed. Tree trimmer licenses are renewable every two years.
7. Each license holder shall notify the County, in writing, if there is a change in any of the standards required for licensure.

SFM Services, Inc.
5612 NW 8 ST.
MARGATE, FL 33063



204-4A (Rev. 5/18) PC201249985

BROWARD COUNTY
FLORIDA
Certificate of Completion
ADVANCED TREE TRIMMING



Relvys Santana

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 29, 2023 EXPIRES: August 29, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Michel Delgado

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Oresvey Cruz

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Alberto Gonzalez

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Cristian Morales

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Yasmani Ramos

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Ubaldo Barreiro

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.

BROWARD COUNTY
FLORIDA
Certificate of Completion
BASIC TREE TRIMMING



Ediosvany Cabrera

has successfully completed the training conducted by UF/IFAS Broward County Extension office (http://sfyl.ifas.ufl.edu/broward/commercial-horticulture-program-/).

Class Date: August 16, 2023 Expires: August 16, 2025

THIS CARD IS A TRAINING CERTIFICATE – NOT A LICENSE.



The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.

SFM Landscape Services LLC

is a member of the

Florida Nursery, Grower & Landscape Association

through 6/30/2024

A. Talmadge Coley, Chief Executive Officer

FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

Member since 7/1/2009

SFM Landscape Services, LLC
7500 NW 74th Avenue
Medley, FL 33166

December 8, 2023

To Whom it may concern:

This letter is to confirm that the following company's membership in **Tree Care Industry Association**, *the national trade association for tree care companies*, is current and in good standing:

SFM Landscape Services, LLC

Medley, FL

Member ID: 146822

Join Date: 6/25/2019

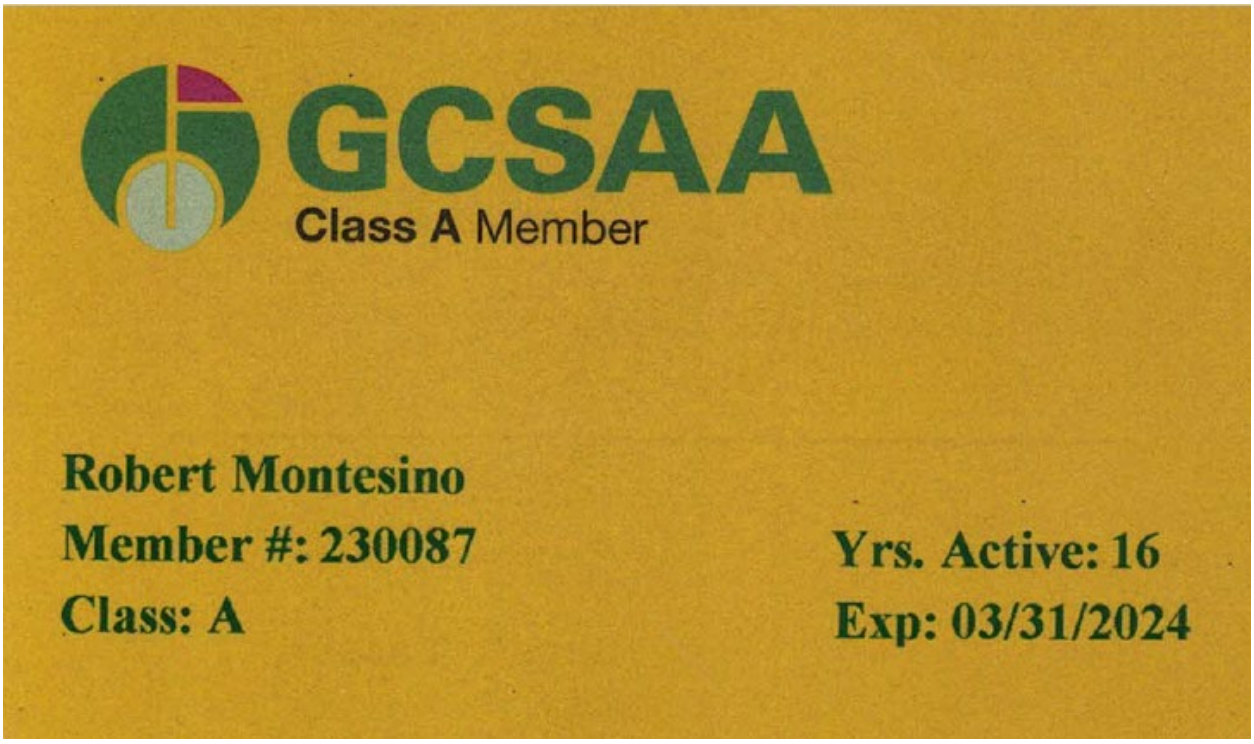
Good Through: 6/30/2024

If you need additional information, please feel free to contact TCIA's membership department at 800-733-2622.

Sincerely,
Tree Care Industry Association

TCIA MEMBER

Tree Care Industry Association
670 N. Commercial St., Suite 201, Machester, NH 03101


GCSAA
Class A Member
Robert Montesino
Member #: 230087
Class: A
Yrs. Active: 16
Exp: 03/31/2024

PESTICIDE/ HERBICIDE

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM15531

MONTESINO, ROBERTO
11862 SW 234 TER
HOMESTEAD, FL 33032

Categories
3

Issued: May 24, 2022 Expires: May 31, 2026

Signature of Licensee

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

ROBERT MONTESINO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF220081

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 21, 2026

Signature
COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DANIEL ECHEVERRIA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF318708

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 18, 2025**

Signature
COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
November 19, 2021	**LF318757**	**November 19, 2025**

THE **LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 19, 2025**

ORLANDO J LEME
9815 MONTEGO BAY DR
CUTLER BAY, FL 33189

NICOLE "NIKKI" FRIED, COMMISSIONER

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD1575**
Issue Date: January 18, 2024
Expiration Date: January 28, 2025

POST CERTIFICATE CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

SFM LANDSCAPE SERVICES, LLC
7500 NW 74TH AVE
MEDLEY, FL 33166-2400

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 05, 2023

SFM LANDSCAPE SERVICES, LLC
7500 NW 74 AVENUE
MEDLEY, FLORIDA 33166

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), LANDSCAPING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2024**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

Certificate of Completion

CHRISTIAN INFANTE

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Advanced (Refresher) Course.

08/30/2025	37	Juan Morales	76913
Date Expires	FDOT Provider #	Instructor	Certificate #

ATSSA
SAFER ROADS SAVE LIVES

ATSSA
15 Riverside Parkway Ste.100
Fredericksburg, VA,
www.atssa.com
jessica.scheyder@atssa.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.motadmin.com

MANAGEMENT PRACTICES



Certificate of Training
Best Management Practices
Florida Green Industries

GV25406-2
Certificate #
GV25406
Trainee ID #

Mario Cantero

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer | FNGLA Instructor | 8/13/2019 Date of Class | DEP Program Administrator

Not valid without seal



Certificate of Training
Best Management Practices
Florida Green Industries

GV918673-1
Certificate #
GV918673
Trainee ID #

The undersigned hereby acknowledges that

Nicolas Rubio

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman, GI-BMP Statewide Coordinator | H. Mayer, Instructor | 11/14/2021 Date of Class | Esen Momol, Ph.D., Director Florida-Friendly Landscaping™ Program

HORTICULTURE CERTIFICATIONS



UNIVERSITY OF FLORIDA
MIAMI-DADE

CERTIFICATE OF COMPLETION

This is to certify that
Christian Infante
Has Successfully Completed The

Certificate Course in Horticulture 2006
May 02, 2006

Margarete Beckford, Extension Agent, Florida Yards & neighborhood
Adrian Hunsberger, Extension Agent III, Urban Horticulture
Henrique Mayer, Extension Agent I, Commercial Urban Horticulture



UF UNIVERSITY of FLORIDA IFAS Extension, Miami-Dade County Extension
MIAMI-DADE COUNTY

CERTIFICATE OF COMPLETION

This is to certify that

Victor Gonzalez

Has Successfully Completed the

Certificate Course in Horticulture 2009
May 12, 2009

Adrian Hunsberger, Extension Agent III, Urban Horticulture
Henrique Mayer, Extension Agent I, Commercial Urban Horticulture



UF UNIVERSITY of FLORIDA IFAS Extension
MIAMI-DADE COUNTY

CERTIFICATE OF COMPLETION

This is to certify that on November 9th 2010

ASAEL ORTEGA

Has Successfully Completed the

2010 Course in Horticulture

Henry Mayer, Extension Agent II, Commercial Urban Horticulture
10/28/10 Date
Teresa Olczyk, Miami-Dade County Extension Director
12-08-10 Date



UF UNIVERSITY of FLORIDA IFAS Extension, Miami-Dade County Extension
MIAMI-DADE COUNTY

CERTIFICATE OF COMPLETION

This is to certify that

Jorge Luis Aloma

Has Successfully Completed the

Certificate Course in Horticulture 2009
May 12, 2009

Adrian Hunsberger, Extension Agent III, Urban Horticulture
Henrique Mayer, Extension Agent I, Commercial Urban Horticulture

Solid Waste Management
2525 NW 62nd Street • Suite 1200
Miami, Florida 33147
T 305-514-6666 F 305-514-6880

miamidade.gov

January 4, 2024

Christian Infante, President
SFM Services, Incorporated
7500 NW 74th Avenue
Medley, FL 33166

RE: 2024-25 General Hauler Permit Approval and Decal

Dear Christian:

Thank you for your recent General Hauler Permit application. **SFM Services, Incorporated** (Permit **#17121**) has been approved through **January 31, 2025** to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals **#GH25-0001** for the **2000 Mack CH600 (Tag #P5189D)** & **#GH25-0002 for the 2012 Freightliner (Tag #P8943H)** approved to transport solid waste in Miami-Dade County under this permit account.

Each decal should be permanently affixed on the inside (upper) driver's side windshield of the vehicles. Any vehicle observed transporting without a decal permanently affixed to the windshield is in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval.

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay monthly, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact **Christene Seymour at 305-514-6617 or via e-mail at Christene.Seymour@miamidade.gov**.

Sincerely,

Nawa P. Fung-Lyew
Administrative Officer 3
Enforcement Division

SFMSER

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dewin Molina
Commercial Lines - (305) 443-4886 USI Insurance Services LLC 201 Alhambra Circle, Suite 900 Coral Gables, FL 33134	PHONE (A/C, No, Ext): 786.785.1138 FAX (A/C, No): E-MAIL ADDRESS: dewin.molina@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SFM Landscape Services, LLC. 7500 NW 74th Ave Medley, FL 33166	INSURER A: Old Republic Insurance Company	24147
	INSURER B: Ascot Specialty Insurance Company	45055
	INSURER C: Westchester Surplus Lines Ins. Co.	10172
	INSURER D: Hanover Insurance Company	22292
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15830668 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MWZY31262224	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp/$250/$ X Coll/$500/$1,0			MWTB31519824	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			ESXS231000012904	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31262324	03/01/2024	03/01/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Contractor's Pollution Liab.			G17663723002	12/21/2023	12/21/2024	General Aggregate: $1,000,000 Each Occurrence $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE COI

CERTIFICATE HOLDER	CANCELLATION
SFM Landscape Services, LLC. 7500 NW 74th Ave. Medley, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

(This certificate replaces certificate# 15692664 issued on 3/2/2023)

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	April 1, 2024
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STANTEC CONSULTING SERVIES, INC., FOR DESIGN AND PROFESSIONAL SERVICES FOR BOAT RAMP IMPROVEMENTS AT CORAL REEF PARK AT A COST NOT TO EXCEED FORTY THOUSAND NINE HUNDRED TEN DOLLARS AND ZERO CENTS ($40,910); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored Administration and Prepared by Public Services Director, Dionisio Torres)*
SUGGESTED ACTION:	

ATTACHMENTS:

RESO-CRP Boat Ramp Improvements - Stantec.doc
Memo-CRP Boat Ramp Improvements 4-1-24 -.doc
Copy of Fee Worksheet Coral Reef Park Boat Ramp REV 031424.pdf
Palmetto Bay Coral Reef Park Boat Ramp Proposal REV 031424.pdf

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STANTEC CONSULTING SERVIES, INC., FOR DESIGN AND PROFESSIONAL SERVICES FOR BOAT RAMP IMPROVEMENTS AT CORAL REEF PARK AT A COST NOT TO EXCEED FORTY THOUSAND NINE HUNDRED TEN DOLLARS AND ZERO CENTS ($40,910); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Dionisio Torrez, Public Services Director)*

WHEREAS, in September of 2019, the Miami Dade County Board of County Commissioners adopted Ordinance 19-75, which established “slow speed, minimum wake zones and vessel exclusion zones for certain parts of the C-100, C-100A, C-100B and C-100C canals east of State Road 5/US1’; and

WHEREAS, pursuant to this action, the Palmetto Bay Marine Division (PBMD) implemented the Marine Operations Unit (MOU), with the primary goal of ensuring the safety of those persons using the inland waterways within the Village’s boundaries by creating maritime patrols throughout the C-100 canal system; and

WHEREAS, to accommodate this effort, the Coral Reef Park boat ramp requires specific improvements to effectuate safe access to the canal system, including an appropriately positioned dock; and

WHEREAS, Stantec Consultant Services, a highly reputable firm with the needed engineering expertise for this design, has been selected for recommended at a proposed cost of $40,910; and

WHEREAS, the Mayor and Council may authorize the Village Manager to enter into an agreement with Stantec Consulting Services for design and professional services required for this project.

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

Section 1. The Village Manager is hereby authorized to enter into an agreement with Stantec Consulting Services for design and professional services required for the Coral Reef Park Boat Ramp Improvement Project.

Section 2. The Village Manager is hereby authorized to approve an expenditure of funds for these services not to exceed $40,910.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this ___ day of ____, 2024.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

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

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

To: Honorable Mayor and Village Council

Date: April 1, 2024

From: Nick Marano, Village Manager

Re: Contract for Professional Services; Boat Ramp Improvements at Coral Reef Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH STANTEC CONSULTING SERVIES, INC., FOR DESIGN AND PROFESSIONAL SERVICES FOR BOAT RAMP IMPROVEMENTS AT CORAL REEF PARK AT A COST NOT TO EXCEED FORTY THOUSAND NINE HUNDRED TEN DOLLARS AND ZERO CENTS ($40,910); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Dionisio Torrez, Public Services Director)*

BACKGROUND AND ANALYSIS:

In September 2019, the Miami-Dade County Board of County Commissioners (BCC) adopted Ordinance 19-75, which established "slow speed, minimum wake zones and vessel exclusion zones for certain parts of the C-100, C-100A, C-100B, and C-100C canals east of State Road 5/U.S. 1." As a result, the PBMD implemented the Marine Operations Unit (MOU) as part of its day-to-day responsibilities to the Village's residents and visitors. The primary goal of the PBMD is to ensure the safety of those persons using the inland waterways within the Village's boundaries by conducting maritime patrols throughout the C-100 canal system. The PBMD (Palmetto Bay Marine Division) wants to ensure water and boat safety in all areas of the canal system but specifically in sections traversing parks and lakes, which attract a high concentration of visitors during summer months. The MOU operates throughout the year on a varied schedule, as dictated by weather and water conditions, or as deemed appropriate by the Village Commander or her designee.

The improvements of the existing boat ramp at Coral Reef Park, including the addition of an appropriately positioned dock, have been deemed necessary to effectuate safe access to the C-100 canal system. Stantec Consulting Services, Inc. is a reputable firm

specializing in engineering and design services and has demonstrated expertise in similar projects and possesses the necessary qualifications to fulfill the requirements of the project. In addition, Stantec is one of the firms specified on our approved Professional Consulting Services list per disciplines.

FISCAL IMPACT:
As per approved FY 23' – 24' Capital Improvement Budget.

Attachments (2):

A. Stantec Consulting Services, Inc. Proposal
B. Fee Worksheet

FEE WORKSHEET

DATE: March 7, 2024

PROJECT: Village of Palmetto Bay
Coral Reef Park Boat Ramp Improvements

Environmental Permitting Phase	Principal	Engineer PE	Environmental Specialist	CADD Tech.	Inspector	Clerical
SFWMD ERP Application Submittal Coord		4	8			
SFWMD ERP Permit Modification Processing		2	8			2
SFWMD ROW Application Submittal Coord		4	8			
SFWMD ROW Permit Modification Processing		2	8			2
FDEP Title Determination		4	4			
USACE Modification Coordination		2	6			
USACE Permit Processing		2	6			2
Coordination w/Village		4	4			
Respond to RAI's		4	8			2
Sub-Total Hours	0	28	60	0	0	8
Billing Rate	$ 230.00	$ 195.00	$ 100.00	$ 120.00	$ 110.00	$ 80.00
Labor Cost	$0	$5,460	$6,000	$0	$0	$640
					Environmental Permitting Phase Total	**$12,100**

DERM Permitting Phase	Principal	Engineer PE	Environmental Specialist	CADD Tech.	Inspector	Clerical
DERM Application Submittal Coordination		2	8			
DERM Permit Processing		2	8			2
Coordination w/Village		2	4			
Respond to RAI's		2	8			2
Sub-Total Hours	0	8	28	0	0	4
Billing Rate	$ 230.00	$ 195.00	$ 100.00	$ 120.00	$ 110.00	$ 80.00
Labor Cost	$0	$1,560	$2,800	$0	$0	$320
					DERM Permitting Phase Total	**$4,680**

Plan Production	Principal	Engineer P.E.	Engineer E.I.	CADD Tech.	Inspector	Clerical
Concept Plan Development		4	2	20		
60% Plan Production		4	6	16		
100% Plan Production		4	6	16		
Specifications and Cost Estimate		4	2	2		
Assemble Bid Package Docs		2	2	6		4
QA/QC Reviews	8					
Sub-Total Hours	8	18	18	60	0	4
Billing Rate	$ 230.00	$ 195.00	$ 135.00	$ 120.00	$ 110.00	$ 80.00
Labor Cost	$1,840	$3,510	$2,430	$7,200	$0	$320
					Revised Plans Total	**$15,300**

Construction Assistance Phase	Principal	Engineer P.E.	Environmental Specialist	Engineer E.I.	Inspector	Clerical
Prepare for and attend Pre-construction mtg	Not included					
Management and Coordination		2	2			
Field Insp - Biological		2	2		8	
Progress Meetings	Not included					
Answer RFI's, CO Requests		2		2		
Review Shop Drawings		2		2		
Review and Approve Pay Applications		2			4	
Punch List and Final Inspection		2	2		2	
Final Certifications and permit closeout		2	2		2	
Sub-Total Hours	0	14	8	4	16	0
Billing Rate	$ 230.00	$ 195.00	$ 100.00	$ 135.00	$ 110.00	$ 80.00
Labor Cost	$0	$2,730	$800	$540	$1,760	$0
					Construction Assistance Total	**$5,830**

Reimburseables for permit fees **$3,000**
Topographic and bathymetric survey fees **$0**

Total Fees **$40,910**

Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Tel: (305) 445-2900

March 14, 2024

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157
(305) 969-5086

Attention: Dionisio Torres, P.E., Director of Public Services

Reference: Improvements to Boat Ramp at Coral Reef Park

Dear Mr. Torres,

We are pleased to present this proposal for professional services for your review. We understand that the Village desires to make improvements at the maintenance boat ramp that currently exists on the SFWMD C-100A Canal located within Coral Reef Park located on SW 152nd Street. The existing ramp is a located on the east side of the canal and currently exists as a gravel/grass ramp for small boats to access the canal. The Village wants to upgrade the ramp for maintenance purposes only and has no intentions of providing access to the public from this facility. To assist the Village, Stantec shall provide the following services.

SCOPE OF SERVICES:

Surveying Phase – Not Included in This Scope

The Village will provide a topographic and bathymetric survey within the boat ramp area. Survey files shall include point data for the ramp as well as the canal bottom as required by the permitting agencies. The survey shall be provided in AutoCAD Civil 3D and as pdf files for use as deliverables. No further field survey services shall be required.

Geotechnical Study Phase – Not Included in This Scope

The Village has provided the geotechnical report for the adjacent pedestrian bridge that should suffice for this project. No further geotechnical data shall be required.

Environmental Permitting Phase

Stantec will coordinate with the Village of Palmetto Bay to prepare and submit the required documentation to obtain agency approvals from the South Florida Water Management District for an Environmental Resource Permit Exemption (62-330.051(5(e)) as well as a Right of Way Permit; Florida Department of Environmental Protection for a Title Determination on ownership of submerged lands; and U.S. Army Corps of Engineers Nationwide Permit. Stantec will prepare and submit the permit application packages for each regulatory agency, which will include permit application forms, plans, figures and additional supporting documents to complete the permit application files.

Stantec will maintain contact with regulatory agency staff to discuss proposed plan details and/or answer questions relating to the boat ramp improvements. We are anticipating up to two (2) Request for Additional Information letters for each permit application.

Stantec shall also apply for permits with DERM for both environmental and storm water permits. Local jurisdictional coordination with the Department shall be provided and applications prepared and submitted. We anticipate minor issues if any and as such we feel that only one (1) round of RAI's will be necessary for submittals. We shall also coordinate all field visits with the permitting agencies to assist in gaining permits for this project.

Assumptions:

- It is not anticipated that a benthic resource survey will be required by the regulatory agencies for the proposed improvements to the boat ramp.
- This proposal does not include implementing actual mitigation actions. Any actual mitigation actions are outside the scope of this proposal. These services can be provided if determined necessary and for an additional fee.
- This phase does not include the collection and/or analysis of groundwater, soil, or building materials. Verifications and quantification of suspected contamination cannot occur without field testing and analysis included under auspices of a Phase II Environmental Audit.
- Any significant modifications requiring new studies, field surveys, or other efforts not specifically identified in this scope of services will be considered out-of-scope and will be subject to a change-order including separate cost estimates.
- This scope of services does not anticipate any tree removal/relocation activities. If required, these services can be provided if determined necessary and for an additional fee.
- This proposal does not include conducting an emergence survey or acoustic survey for the presence of the Florida bonneted bat, but these services can be provided if determined necessary and for an additional fee.
- This proposal does not include permit application fees. Those will be paid directly by the Village.

Boat Ramp Design Phase

After discussion with the Village, we anticipate designing the boat ramps utilizing a precast concrete slab system with a CIP concrete transition slab at the top. The access route will be strengthened with a stabilized earth system in lieu of any concrete, asphalt or hardscape elements. We shall explore stabilizing systems using a geoweb product or turf-block and compare to stabilizing the approach with gravel and sod for the most cost-efficient system. The Village is considering installing a marginal dock associated with the ramp. The dock shall be a fixed dock meeting the agency requirements for location and size and is assumed that it will be constructed of wood framing with timber piles and composite decking.

Stantec will provide plans for the improvements to the boat ramp area. The plans will be packaged and prepared for submittal to the agencies for approval. Services involved with the design shall include due diligence, review of existing geotechnical data, coordination and review of the survey data, development of a concept design, production of plans, notes and details, development of project specifications, development of an estimate of probable cost and assistance for the bid process.

At this time, due to the relatively small nature of the project, we do not anticipate having too many phase reviews and feel that a 60% and 100% submittal process should suffice. The 60% plans shall suffice for permitting with the agencies. All plans shall be developed in electronic format as well as hard copies.

Construction Administration and Inspection Phase

Stantec will review shop drawings, respond to Contractor's requests for information (RFI), perform limited Construction Engineering Inspections (approximately 16 hours total) and submit reports, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including punch list, final inspection, final Application for Payment review, and submit Letter of Completion. We have not included any materials testing in our scope and assume that the contractor will be required to supply the testing laboratory services.

Exclusions: attendance at regular meetings, attendance at pre-construction meetings, as-builts.

Reimbursable Phase

The reimbursable phase can be used to pay permit fees on the Village's behalf and be reimbursed at cost.

Terms and Conditions:

All terms and conditions shall be per our Contract for Professional Consulting Services dated December 3, 2021. Our fees for the above services shall be as per the following lump sum fee schedule:

Surveying Services $0.00
Geotechnical Services $0.00
Environmental Permitting Phase $12,100
DERM Permitting Phase $4,680
Boat Ramp Design Phase $15,300
Construction Administration Phase $5,830
Reimbursable Phase (Permit Allowance) $3,000

TOTAL: $40,910

A Schedule of Values is attached for the above referenced fees for your review and consideration.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings.
2. Design drawings or permitting services for any elements not identified herein.
3. Landscape or Irrigation Design services.
4. Electrical Design services for lighting.
5. Plumbing or Water service/extension design
6. Any services not specifically identified and described in the above Scope of Services.

To Be Provided by the Village

The following items are to be provided to Stantec by the Village:

1) Coordination with staff, park users and/or residents will be handled by the Village.
2) Access to the property as needed during performance of scope of services.
3) Permit Fees to any and all agencies beyond the reimbursable amount shown in the proposal.
4) Available survey CAD files from the general park development as well as any recent improvements to date.

We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed with the assignment.

Thank you,

Stantec Consulting Services Inc.

Terrance Glunt, P.E., S.I., LEED AP
Senior Principal
Tel: 305-445-2900
Tery.glunt@stantec.com (emails and Teams)

Village of Palmetto Bay

Approved by:

_____	_____	_____
Signature	Print Name	Date