

RESOLUTION NO. 2012-04

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TREE PLANTING SERVICES; AUTHORIZING SUNCOAST NURSERY & TIKI HUTS, INC. TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition, the Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and continuing to implement the findings of its Street Tree Master Plan; and,

WHEREAS, the Public Works Department is responsible for landscape maintenance of certain Medians, Swales and Right-of-Ways within the boundary of the Village; and,

WHEREAS, Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right-of-way of various roadways and medians in the Village of Palmetto Bay; and,

WHEREAS, a competitive bid process was followed for Village-wide Landscaping Services with the issuance of Invitation to Bid No. 2011-PW-106 on December 2nd, 2011; and,

WHEREAS, bids for Village-wide Landscaping Services were received and opened on December 21, 2011 with eight (8) contractors submitting a bid; and,

WHEREAS, after a thorough analysis of the responses Village Administration concluded that Suncoast Nursery & Tiki Huts, Inc. was the lowest, most inclusive and responsible bid; and,

WHEREAS, Suncoast Nursery & Tiki Huts, Inc. provided the Village of Palmetto Bay with a base bid of \$48,700. The base bid consists of 140 Quercus Virginiana (Live Oak) and 180 Elaeocarpus Decipiens (Japanese Blueberry) which includes delivery, installation, watering and warranty; and,

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

1 **Section 1:** The Village Manager is authorized to enter into an agreement with Suncoast
2 Nursery & Tiki Huts, Inc. regarding Village-wide Landscaping Services; in an amount not to exceed
3 \$50,000.
4

5 **Section 2:** This resolution shall take effect immediately upon approval.
6

7 **PASSED and ADOPTED** this 9th day of January, 2012.
8

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11
12 ATTEST: Meighan Alexander Shelley Stanczyk
13 Meighan Alexander Shelley Stanczyk
14 Village Clerk Mayor
15

16
17 **READ AND APPROVED AS TO FORM:**
18

19 Joe Boutsis
20
21 Joe Boutsis
22 Village Attorney
23

24
25
26
27 **FINAL VOTE AT ADOPTION:**
28

- 29 Council Member Patrick Fiore YES
- 30
- 31 Council Member Howard J. Tendrich YES
- 32
- 33 Council Member Joan S. Lindsay YES
- 34
- 35 Vice-Mayor Brian W. Pariser YES
- 36
- 37 Mayor Shelley Stanczyk YES

COPY
Original Submitted
to Clerks of A/C 2/10/12

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

AGREEMENT ("CONTRACT") BETWEEN OWNER AND CONTRACTOR

THIS CONTRACTOR is dated as of the 10 day of February, in the year 2012, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and Suncoast Nursery & Tiki Huts, Inc. (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract

Documents. The Work is generally described as follows:

Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation, and perform all of the work shown described in the Project Manual entitled:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VILLAGEWIDE LANDSCAPING SERVICES

Article 2. CONTRACT TIME.

2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions.

2.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time.

CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars

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Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

(\$750.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 3. CONTRACT PRICE.

3.1 The contractor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

3.2 The estimated expenditures for this contract are fifty thousand dollars (\$50,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department right of way and swale maintenance.

Contract Price: \$50,000.00

Contract Price (in words): Fifty Thousand

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 2.8 of the Special Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.

4.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 6.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract (pages C-1 to C-6, inclusive)
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions (pages GC-1-GC-14, inclusive)
- 7.7. Special Conditions (pages SC-1-SC-13, inclusive)
- 7.8. Scope of Work (Pages SW-1-SW-2, inclusive)
- 7.9. Specifications and Special Provisions (pages SP-1-SP-5, inclusive)
- 7.10. Addenda
- 7.11. CONTRACTOR'S BID
- 7.12. Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
- 7.13. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.14. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. This Contract may be executed in counterparts.
- 8.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

8.6 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

8.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

CONTRACTOR

Village of Palmetto Bay

Suncoast Nursery & Tiki Huts, Inc.

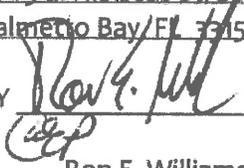
ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

17350 SW 236 Street
Homestead, FL 33031

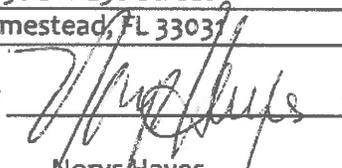
BY



Ron E. Williams
Print Name

Village Manager
Title

BY

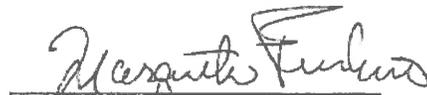


Norys Hayes
Print Name

Vice President
Title

ATTEST


Meighan J. Alexander
Village Clerk


WITNESS

Margarita Finocchiaro
Print Name

APPROVED AS TO FORM BY


Eve A. Boutsis
Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

Bid Form I Page 2 of 6 VARIETAL PLANT LIST						
Bid Item No.	Plant Name	Description	Unit	Unit Price	Quantity	Total Price
<i>Fiscal Year 2011-2012 Landscaping Services</i>						
FY-1	Quercus Virgiliana (Live Oak)	Minimum 16' HT x 8' - 9' SP, 100 GAL, 5' - 6' CT, FL Fancy	Ea	\$ 200	140	\$ 28,000
FY-2	Elaeocarpus Decipiens (Japanese Blueberry)	10'-12' HT x 5' - 6' SP, Standard	Ea	\$ 115	180	\$ 20,700
TOTAL:						\$ 48,700

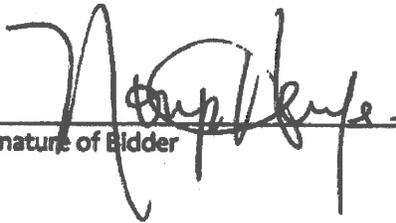
TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 IN FIGURES (LUMPSUM): \$ 48,700.00

TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 (WRITTEN): _____

Forty eight thousand seven hundred

Norys Hayes

Name of Bidder (Printed)



Signature of Bidder

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

Bid Form I

Page 3 of 6

VARIETAL TREE, PLANT, GOODS AND SERVICES LIST

THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
TREES						
P-1	Cassia Surattensis (Glaucous Cassia)	8' HT x 4' - 5' SP, 4' CT	Ea	\$ 210.00	1	\$ 210.00
P-2	Delonix Regia (Royal Poinciana)	12' HT x 6' - 7' SP, 5' CT	Ea	\$ 250.00	1	\$ 250.00
P-3	Hyophorbe Lagericaults (Bottle Palm)	12' HT	Ea	\$ 400.00	1	\$ 400.00
P-4	Krugiodendron Ferreum (Black Ironwood)	10' HT x 4' - 5' SP	Ea	\$ 450.00	1	\$ 450.00
P-5	Lagerstroemia Indica (Crape Myrtle)	12' HT x 7' - 8' SP, Standard, Color to be Selected	Ea	\$ 400.00	1	\$ 400.00
P-6	Lysiloma Latisiliqua (Wild Tamarind)	12' HT x 7' - 8' SP	Ea	\$ 275.00	1	\$ 275.00
P-7	Peltophorum Pterocarpum (Copperpod)	12' HT x 7' - 8' SP	Ea	\$ 400.00	1	\$ 400.00
P-8	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Single Trunk, Dense Canopy	Ea	\$ 250.00	1	\$ 250.00
P-9	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Triple Trunk, Dense Canopy	Ea	\$ 325.00	1	\$ 325.00
P-10	Roystonea Elata (Florida Royal Palm)	10' GR WOOD, 22' OA MIN, 12" Cal. where wood meets shaft, FL FANCY	Ea	\$ 550.00	1	\$ 550.00
P-11	Swietenia Mohagani (Mahogany)	15' HT x 6' - 7' SP, 5' CT, 45 GAL	Ea	\$ 350.00	1	\$ 350.00
P-12	Wodyetia Bifurcata (Foxtail Palm)	15' HT OA, Dense Canopy Single Trunk	Ea	\$ 250.00	1	\$ 250.00
P-13	Adonidia Palm (Christmas Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Double, 3" Cal. Trunk, Specimen	Ea	\$ 325.00	1	\$ 325.00
P-14	Ptychosperma Elegans (Solitaire Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$ 400.00	1	\$ 400.00
P-15	Veitchia Montgomeryana (Montgomery Palm)	14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$ 425.00	1	\$ 425.00

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

Bid Form I
Page 4 of 6
VARIETAL TREE, PLANT, GOODS AND SERVICES LIST

THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
SHRUBS/GROUND COVER						
SG-1	Dianella Tasmanica (Blueberry Flaxlily)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-2	Ficus Microcarpa 'Green Island' (Green Island Ficus)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-3	Schefflera Arboricola 'Trinette' (Arboricola)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-4	Duranta Erecta (Gold Mound)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-5	Codiaeum Variegatum (Croton 'Petra')	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
MISCELLANEOUS GOODS						
MG-1	Soil		Sqft	\$ 3.25	N/A	\$ 3.25
MG-2	Mulch (Eucalyptus)		Palette	\$ 300.00	N/A	\$ 300.00
MG-3	Sod (St. Augustine)		SqFt	\$ 0.35	N/A	\$ 0.35
MISCELLANEOUS SERVICES						
S-1	Tree Removal		Ea	\$ 400.00	N/A	\$ 400.00
S-2	Tree Stump Removal		Ea	\$ 200.00	N/A	\$ 200.00
S-3	Tree Stump Grinding		Ea	\$ 150.00	N/A	\$ 150.00
S-4	Tree Trimming		Ea	\$ 150.00	N/A	\$ 150.00
S-5a	Mowing Grass		SqYd	\$ 2.50	N/A	\$ 2.50
S-5b			Ac	\$ 75.00	N/A	\$ 75.00
S-6	Plant Fertilization		Ea	\$ 0.75	N/A	\$ 0.75

⊗ Unit price shall include delivery, installation, watering, and warranty (detailed further in Detailed Requirements).

⊗ Village may request pricing for alternate plants not listed above throughout the length of this contract.

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • P.J. No. 2011-PW-106

PERFORMANCE BOND

Bond# 1074217

PROJECT TITLE: Villagewide Landscaping Services (the "Project")
CONTRACTOR:
CONTRACT NO: 2011-PW-106
CONTRACT DATED:

STATE OF § Florida
§ _____
COUNTY OF § Miami-Dade

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, Suncoast Nursery & Tiki Huts, Inc. Of the City of Homestead, County of Miami-Dade, and State of Florida, as Principal, and Lexon Insurance Company, 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 Forty Eight Thousand Seven Hundred & 00/100 Dollars (\$48,700.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ___ day of _____, 20___, for the construction of the Villagewide Landscaping 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.

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-06

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of January, 2012.

Witness: _____

Witness: 

Address: _____

Address: 10131 S.W. 40th St., Miami, FL 33165

Principal **Suncoast Nursery & Tiki Huts, Inc.**

Surety **Laxon Insurance Company**

By: _____

By: 

Name: Isaac P. Hayes
(Print)

Name: Burton Harris
(Print)

Title: President

Title: **Attorney-in-Fact & Fla. Resident Agent**
#A111883

Address: 17350 SW 236th Street
Homestead, FL 33031

Address: 256 Jackson Meadows Drive
Hermitage, TN 37076

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

Name: Security Bond Associates, Inc.

Address: 10131 S.W. 40th St., Miami, FL 33165

Phone: (800) 780-5414

END OF SECTION

Village of Palmetto Bay, Florida • Villagewide Landscaping Services • Bid No. 2011-PW-106

LABOR AND MATERIAL PAYMENT BOND

Bond# 1074217

PROJECT TITLE: Villagewide Landscaping Services (the "Project")
CONTRACTOR:
CONTRACT NO: 2011-PW-106
CONTRACT DATED:

STATE OF § Florida
 § _____
COUNTY OF § Miami-Dade
 § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we **Suncoast Nursery & Tiki Huts, Inc.**, of the City of ^{Homestead} Miami-Dade, State of Florida, as Principal, and **Lexon Insurance Company**, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of **\$48,700.00** 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 Traffic Calming Improvements, the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

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

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

DATED on January 19, 2012.

Village of Palmetto Bay, Florida - Villagewide Landscaping Services - Bid No. 2011-PW-106

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of January, 2012.

Witness: _____

Witness: [Signature]

Address: _____

Address: 10131 S.W. 40th St., Miami, FL 33165

Principal Suncoast Nursery & Tiki Huts, Inc.

Surety Lexon Insurance Company

By: _____

By: [Signature]

Name: Isaac P. Hayes
(Print)

Name: Burton Harris
(Print)

Title: President

Title: Attorney-in-Fact & Fla. Resident Agent
#A111883

Address: 17350 SW 236th Street

Address: 256 Jackson Meadows Drive

Homestead, FL 33031

Hermitage, TN 37076

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

Name: Security Bond Associates, Inc.

Address: 10131 S.W. 40th St., Miami, FL 33165

Phone: (800) 780-5414

END OF SECTION

POWER OF ATTORNEY

Bond# 1074217

Lexon Insurance Company

LX - 104637

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Burton Harris, Christine Harris, Marina Ramil *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/13

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Woodridge, Illinois this 19th Day of January, 2012



[Signature] Philip G. Lauer Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

09-14-3726B 09-2005



Cashier's Check

No. 8357281

Notice to Purchaser: In the event this check is lost, altered or stolen, a check is void and no liability will be assumed by the bank. A check should be reissued within 90 days.

Banking Center
FERRINE
0109361 00017 8088357281
Date: JANUARY 24, 2017
Remitter (Purchased By): SUNCOAST NURSERY & TREE HUTS, INC
309-1/1140
NTX

Pay \$ ONE THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS**

\$ ** 1300.00**

To The Order Of
VILLAGE OF PALMETTO BAY**
8888

Authorized Signature

Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

⑈8357281⑈ ⑆14000019⑆ 001641002062⑈

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VILLAGE OF PALMETTO BAY
INVITATION TO BID#: 2011-PW-106
VILLAGEWIDE LANDSCAPING SERVICES

Bidder:

Amount Bid:

<u>Arazoza Bros Corp</u>	<u>115,000.00</u>
<u>Groundkeepers, Inc.</u>	<u>92,240.40</u>
<u>SFM Services, Inc.</u>	<u>158,900.00</u>
<u>SunCoast Nursery & Tiki Huts, Inc.</u>	<u>48,700.00</u>
<u>Orchidman Landscape Artisans</u>	<u>109,677.80</u>
<u>CNC Management Group, Inc.</u>	<u>131,800.00</u>
<u>Sanchez Arango Construction</u>	<u>124,800.00</u>
<u>Mesis Landscape Services</u>	<u>144,000.00</u>
<u> </u>	<u> </u>
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Opening conducted and verified by:

Witnesses:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Kristina Hernandez
Signature

Kristina Hernandez
Print Name

Kristy Bada
Signature

Kristy Bada
Print Name



Mandatory Pre-Bid Meeting Sign In Sheet 2011-PW-106
 Landscape Services
 December 9, 2011 @ 10:00 a.m.
 Place of Meeting: Village of Palmetto Bay Municipal Center

	Name (Print Name & Signature)	Phone Number	Company & Contact Info	Email Address
1	Jose G. Garcia	305-542-4252	Sanchez Aracelo Corp	JGarcia@sanchez-aracelo.com
2	Yanis Halls	305 257-7070	Suncast Nursery & Turf	suncastrnursery@suncastnursery.com
3	Esteban Rodriguez	786-296-7112	Rodriguez Landscaping	Glenn Y. Rodriguez@BellSouth.net
4	Jose F. Oros	305-219-0925	Santa Barbara Landscaping	Santabarbar@BellSouth.net
5	Eddie Nesis, Sr.	805-854-5500	Nesis Landscaping	EddieNesis@CNCManagement.com
6	Thomas M. Jeans	786 250 4907	CNC Management @ COMPSI.NET	TomJeans@CNCManagement.com
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Mandatory Pre-Bid Meeting Sign In Sheet 2011-PW-106
Landscape Services
December 9, 2011 @ 10:00 a.m.
Place of Meeting: Village of Palmetto Bay Municipal Center

	Name (Print Name & Signature)	Phone Number	Company & Contact Info	Email Address
16	D. Mawryck [Signature]	305.219.2749	TIP TOP ENTERPRISES	D.Mawryck@TIPTOPENTM.COM
17	Monica Robinson [Signature]	305 255 8198	Tip top enterprises	TipTop@tipentline.com
18	Joe Weisen	305 898 8288	Proverbs Marketing & Advertising	JoeWeisen@pro.com
19	Christopher Chin	786-525-5878	Executive Lawn Care	Chin@exec.com
20	David [Signature]	305 245-4144	Proverbs Marketing & Advertising	David@pro.com
21	Rick Barochs [Signature]	786-412-0774	ONE, TWO, TREE INC 305-267-1426 Evan Lawn and Landscape	Sales@onetwothree.com
22	ODED Avitor	954 515 2063	954-961-6138	office@delanlawn.com
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Mandatory Pre-Bid Meeting Sign In Sheet 2011-PW-106
Landscape Services
December 9, 2011 @ 10:00 a.m.
Place of Meeting: Village of Palmetto Bay Municipal Center

	(Print Name & Signature) Name	Phone Number	Company & Contact Info	Email Address
	Mary de la Torre			
31	<i>[Signature]</i> Steven M. Gonzalez	786) 333 6256	Ground Keepers St. 5430 4004 NW 1st St. #101 Orchid Man. Landscapes	Info @ Ground Keepers. Net
32	<i>[Signature]</i> OMAR ESCAVRIZA	(305) 448-2225	3001 Ponce de Leon Blvd. Suite 200 Coral Gables, FL 33134	Steven@condimentlandscapes.com
33	OMAR ESCAVRIZA	786-693-0229	AZARDOZA BROTHERS CORP. 15901 SW 242 ST. MIAMI, FL 33187	DESCAVRIZA@ARAZDOZABROTHERS.COM
34	GIOVANNI LIGUAROLO	305-625-9442	5700 SW 79 Ave, Miami, FL 33146	COMPANY@SPYGLASSES.COM
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NOTICE TO PROCEED

TO: Suncoast Nursery & Tiki Huts, Inc.
Contractor
17350 SW 236 Street; Homestead, FL 33031
Address

ATT: Norys Hayes, Vice President
Name and Title

Project: Villagewide Landscaping Services

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is March 12 , 2012 . Completion date shall be June 11 , 2012 .

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 Public Works Director and/or his/her designee will be responsible for this project.

Sincerely yours,


Corrice E. Patterson
Corrice E. Patterson, Public Works Director