VILLAGE OF PALMETTO BAY

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

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

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 8, 2025 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

(IMMEDIATELY FOLLOWING THE FIRST BUDGET HEARING)
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. Honoring the Retirement of Lieutenant Antonio Rodriguez (VPB Policing Unit)

   B. Proclamation: National Childhood Cancer Awareness Month (Mystic Force Foundation)

C. Proclamation: Diaper Need Awareness Week - September 15-21 (Miami Diaper Bank)

D. Recognition of R.A.D Defense Course Instructors (VPB Policing Unit: Officers Collins, Judge, Bermudez, Dion, Gonzalez, and Roque)

E. Recognition of Nicklaus Children's Hospital Nurses for Volunteering at the Backpack Back-to-School Event (Cynthia Steen, Eleta Sandra Perry, Isis Roche, Kathryn Geiger, Nicolette Acosta, Rosalind Harris, and Veronica DeLa Concepcion)

F. Recognition of Girls and Boys State (American Legion Auxiliary)

G. Recognition of Girl Scout Gold Award Project at Coral Reef Park (Jordyn Ferenczi)

H. Presentation: Senator Alexis Calatayud and Representative Omar Blanco

3. APPROVAL OF MINUTES

A. Regular Council Meeting (July 7, 2025)

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

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Monthly Report

B. Litigation Expenses

C. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update: September 2025

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (May 29, 2025)

B. Tree Advisory Board Meeting (March 31, 2025)

C. Tree Advisory Board Meeting (June 30, 2025)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, “AGENDA PROCEDURE”, BY AMENDING THE “ORDER OF BUSINESS”, “PROPOSED AGENDA ITEMS”, AND “AGENDA CLOSING DATES”; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney, John Dellagloria)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED “POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;” ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS’ FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember*

Marsha Matson)

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON TUESDAYS, STARTING SEPTEMBER 9, 2025 TRHOUGH DECEMBER 30, 2025, EXCLUDING HOLIDAYS, FOR THE PURPOSE OF CONDUCTING EDUCATIONAL WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Fanny Carmona, Parks & Recreation Director)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferred from the Regular Council Meetings of June 2, 2025 and July 7, 2025)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING 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, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR SUB-BASIN 12, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-013; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS ($799,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO EXPRESS, INC. TO PROVIDE SIDEWALK IMPROVEMENTS ON SW 184TH STREET; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS ($86,757.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*

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

PALMETTO BAY, FLORIDA, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the July 7, 2025, Regular Council Meeting Agenda)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- REGULAR COUNCIL MEETING (OCTOBER 6, 2025, AT 7:00 PM)

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered

at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN DISABBILITIES ACT OF 1990

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

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (July 7, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
2025-07-07 Regular-Minutes
Exhibit A - Comments by Form

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

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

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS:

A. Recognition of the Florida Panthers – Repeat Stanley Cup Champions of the National Hockey League (Florida Panthers representatives were not in attendance during the recognition, but Mayor Karyn Cunningham announced that a follow-up Proclamation would be issued to the Hockey League)

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

Mayor Karyn Cunningham called the Regular Council Meeting to order at 7:02 p.m.

The following members of the Village Council were present during the roll call:
Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
Councilmember Steve Cody
Councilmember Marsha Matson

Councilmember Patrick Fiore was not present during roll call but arrived at the meeting at 7:10 PM.

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

A moment of silence was held in honor of the families affected by the Texas flood in lieu of the invocation, and the pledge of allegiance was led by Robert Treadwell, PIO Officer.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (June 2, 2025)

Councilmember Marsha Matson **motioned** to approve the minutes. Councilmember Patrick Fiore **seconded** the motion.

Village Clerk Missy Arocha reported that she provided the Village Council with a recommendation by Councilmember Marsha Matson to amend the minutes to read the following regarding the case of Steve Cody vs. Village of Palmetto Bay and Mark Merwitzer: "The Village Attorney advised the Council that both Vice-Mayor Merwitzer and Councilman Cody have conflicts due to the lawsuit filed by the Councilman against the Vice Mayor and the Village, and that neither will be counted for the quorum."

Councilmember Marsha Matson reported that the amendment would demonstrate why there were three Councilmembers on the dais when the matter regarding the case came forward and the Village Attorney wrote a statement that would amend the minutes.

Village Attorney John Dellagloria responded yes.

Councilmember Steve Cody **motioned** to approve the amendment recommended by Councilmember Marsha Matson. Councilmember Marsha Matson **seconded** the motion. **The motion carried (3-1)**; Councilmember Steve Cody voted opposed, and Councilmember Patrick Fiore was absent from the vote.

The question was called in favor of the amended minutes. The **amended minutes passed (3-1)**; Councilmember Steve Cody voted opposed, and Councilmember Patrick Fiore was absent from the vote.

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

- Vitality Falkovitch (9280 SW 167th Terrace) thanked the Village's policing unit.
- James Woodard (address exempt from public record) reported that there were unsafe free roaming dogs in his neighborhood and asked the Manager and Council to consider a solution.

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates: The Manager's detailed report was part of the agenda packet. During his live report, he illustrated a PowerPoint presentation of all village wide departments and answered questions raised by the Council regarding IBus and freebee service.

Councilmember Marsha Matson inquired about the status of the IBus program.

Village Manager Nick Marano responded that the IBus will continue to operate while the BRT (Bus Rapid Transit) is fully operational. He explained that a rider survey was conducted, and the Village is also pursuing a grant to expand the Freebee service, which would serve as a first-mile/last-mile solution and that the Freebee could eliminate the need for the IBus.

Councilmember Marsha Matson asked if the IBus would replace Freebee.

Village Manager Nick Marano clarified that Freebee operates under a different

model, providing first-mile/last-mile connectivity and offered to share the survey results at a later time.

Councilmember Marsha Matson questioned whether the community had been surveyed regarding the ride share service.

Village Manager Nick Marano stated that the survey was conducted at IBus providers but did not have the results available at the meeting.

Vice Mayor Mark Merwitzer requested a comparison of ridership between the IBus and Freebee.

Mayor Karyn Cunningham raised the idea of conducting a budget survey in advance of the budget hearings in September, noting that few residents typically attend and emphasized the importance of gathering community input on priorities, potential cuts, and services for the new fiscal year budget.

Village Manager Nick Marano stated that the intent would be to complete a survey before July 30, 2025, Budget Workshop.

Mayor Karyn Cunningham explained the importance of capturing community voices and asked if the turnaround was feasible.

Village Manager Nick Marano responded that it was possible to meet that deadline.

Vice Mayor Mark Merwitzer requested that the budget survey be scientifically based and professionally conducted to ensure validity.

A consensus was reached among the Village Council to proceed with a professional, scientifically valid community survey to be completed by July 30, 2025.

Councilmember Steve Cody asked if a Council vote was required.

Village Attorney John Dellagloria responded yes.

Councilmember Steve Cody made a **motion** to conduct a professional, scientifically valid survey with results available by July 30, 2025. Mayor Karyn Cunningham **seconded** the motion.

Vice Mayor Mark Merwitzer requested that the motion specify the requirement for a scientifically valid methodology.

Village Attorney John Dellagloria advised the Council to use exact language.

Vice Mayor Mark Merwitzer **moved to amend the motion** to include the requirement for scientific validity. Councilmember Marsha Matson **seconded the amendment** made by Vice Mayor Mark Merwitzer.

Mayor Karyn Cunningham urged for a goal of at least 300 survey responses.

Councilmember Marsha Matson explained the importance of ensuring a representative sample that is reliable and replicable.

The **amended motion** was put to a vote and **passed (3–2)**, with Councilmember Steve Cody and Mayor Karyn Cunningham opposed.

The Manager was directed to engage a professional firm to conduct a scientifically valid community survey, with results to be completed and available by July 30, 2025.

A. The Police Commander Report was provided and illustrated by Major Mari Guerra.

6. VILLAGE ATORNEY'S REPORT

A. Monthly Report: The Attorney's monthly detailed report was part of the agenda packet.

B. Litigation Expenses: Litigation expenses were part of the agenda packet.

C. Litigation Update was provided by the Village Attorney John Dellagloria during the meeting.

7. VILLAGE CLERK'S REPORT

A. The Village Clerk provided a calendar update for July 2025.

8. BOARD AND COMMITTEE REPORTS

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 carried unanimously.**

A. Art-in-Public Places Advisory Board Meeting (March 13, 2025)
B. Charter Revision Commission Meeting (April 16, 2025)
C. Charter Revision Commission Meeting (May 28, 2025)
D. Education Advisory Committee Meeting (February 25, 2025)
E. Parks & Recreation Committee Meeting (March 6, 2025)
F. Resiliency Committee Meeting (February 27, 2025)
G. Resiliency Committee Meeting (April 24, 2025)
H. Tree Advisory Board Meeting (January 27, 2025)
I. Youth Community Involvement Task Force Meeting (January 31, 2025)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

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

ITEM 14A WAS MOVED OUT OF ORDER:

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THE UNSOLICITED PROPOSAL BY DIADEM SPORTS, LLC. TO

PROVIDE PICKLEBALL MANAGEMENT AND OPERATIONS SERVICES FOR AN INDOOR PICKLEBALL FACILITY WITHIN THE VILLAGE-OWNED VACANT PARCEL (FOLIO NO. 33-5033-000-0862); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DIADEM SPORTS, LLC BASED ON THE PROPOSAL RECEIVED AND AMENDMENTS PROPOSED AT THE JUNE 2, 2025, VILLAGE COUNCIL MEETING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo) (Deferred from the Regular Council Meeting of June 2, 2025)*

Item 14A was moved out of order by Councilmember Patrick Fiore. Seconded by Councilmember Steve Cody.

The following speakers spoke for a time allotment of three minutes *in favor* of the Resolution:

- Jeffrey Epstein (6210 Paradise Point Drive); Steven Jaynoff (7755 SW 130th Street); Kristna Prieto (15945 SW 77th Court); Liz Morales (7901 SW 141st Street); Cheryl Shecter (15920 SW 81st Avenue); Gary Pastorella (6940 SW 142nd Terrace); Pedro Alvarez (15660 SW 87th Court); Mark Levitat (15020 SW 76th Court); Lifetime Representative (6110 SW 33rd Street).

The following speaker spoke for a time allotment of three minutes *opposed* to the Resolution:

- Beverly Gerald (14271 SW 74th Court)

Following the in-person public comments, Councilmember Steve Cody **motioned** to accept the written public comments submitted into the record. Councilmember Patrick Fiore **seconded** the motion.

Vice Mayor Mark Merwitzer requested that the written comments be read on the record by resident and non-resident of the Village.

Village Clerk Missy Arocha reported that the written comments are not separated by address.

The **motion** was put to a vote and **passed (3–2)**, with Councilmember Marsha Matson and Vice Mayor Mark Merwitzer opposed.

Parks and Recreation Director, Fanny Carmona illustrated a PowerPoint Presentation that illustrated the proposal and explained the public and private solutions, rendering, programs, and strategic plan for the project.

Discussion on Contract:
Village Attorney John Dellagloria stated he had not seen a final contract for the item under discussion and explained that if the Council wished to authorize the Manager to sign without Council review, that decision was within their prerogative.

Councilmember Marsha Matson **motioned** that, if the item was approved, the contract

must be returned to the Council for approval. Vice Mayor Mark Merwitzer **seconded** the motion.

Mayor Karyn Cunningham inquired about past practices.

Director Fanny Carmona responded that prior contracts, such as the Skate Park renovations and the Coral Reef Park fence project, were handled in the same manner.

Councilmember Steve Cody stated no objection to the Manager being directed to negotiate the contract under the Resolution.

Village Attorney John Dellagloria explained concern about approving a million-dollar contract without reviewing the final document, noting possible legal implications.

Village Manager Nick Marano assured Council the contract could be brought back for review if approved and emphasized that Diadem was a strong partner and the project would provide a significant amenity for the Village.

Councilmember Steve Cody recommended that if the item needed to return to Council, it be scheduled for the September agenda.

Councilmember Marsha Matson explained concern that no evaluation of Option 3 had been conducted, noting staff originally recommended a lower-risk option.

Village Attorney John Dellagloria responded that the manager's review and satisfaction would suffice and was not unusual practice.

Village Manager Nick Marano presented an independent evaluation of the unsolicited proposal, clarifying that Council's evaluation of Option 3 was part of the process and explained that the evaluation letter was dated June 13 and should have been provided earlier. He stated that he only received the letter that afternoon and shared it immediately with the Council.

The motion to require that the final contract be returned to the Council for approval made by Councilmember Marsha Matson and seconded by Vice Mayor Mark Merwitzer was put to a vote. **The motion passed (4-1)**; Mayor Karyn Cunningham voted opposed.

Village Clerk Missy Arocha reported that the Resolution would be amended to include the requirement approved by the Council as Section 4.

<u>Discussion on Independent Audit:</u>

Vice Mayor Mark Merwitzer asked if the auditor reviewed Option 3 and its revenue projections.

Rene Prats, Representative of Diadem explained that revenue-sharing provided a guaranteed minimum with potential upside growth and reported that Coconut Creek could serve as a comparison but projected Palmetto Bay demographics as much stronger.

Councilmember Marsha Matson **motioned** to require an independent audit of Option 3 of

the Resolution. Vice Mayor Mark Merwitzer **seconded** the motion. **The motion failed (2-3)**; Councilmember Steve Cody, Councilmember Patrick Fiore, and Mayor Karyn Cunningham voted opposed.

Discussion on Performance Bond:
Councilmember Marsha Matson questioned why Diadem was not financing construction as done in the Fort Lauderdale project.

Village Manager Nick Marano explained that Option 3 was structured as a revenue-sharing agreement with Diadem guaranteeing a percentage of net income plus a minimum annual payment.

Councilmember Marsha Matson **motioned** to request Diadem to provide a performance bond to guarantee revenues. Vice Mayor Mark Merwitzer **seconded** the motion.

Village Attorney John Dellagloria confirmed financial assurances could be included in the contract.

The motion to request Diadem to provide a performance bond to guarantee revenues was put to a vote. **The motion failed (2-3)**; Councilmember Steve Cody, Councilmember Patrick Fiore, and Mayor Karyn Cunningham voted opposed.

Discussion on Design Standards:
Councilmember Marsha Matson explained concern that the proposed building design did not comply with the Village's Florida Vernacular code.

Village Manager Nick Marano responded that the steel building design would incorporate the Village's new color palette and some vernacular features where possible, while maintaining cost-effectiveness and consistency with other public facilities.

Discussion on Termination Provision:
Councilmember Marsha Matson questioned if Diadem's $500,000 contribution toward construction would need to be refunded in the event of termination.

Village Manager Nick Marano responded that it would not.

Discussion on discounts for Seniors, Veterans, and Disabled:
Councilmember Patrick Fiore **motioned** to include discounts for seniors, veterans, and disabled individuals, regardless of residency. Mayor Karyn Cunningham **seconded** the motion. **The motion passed (4-1)**; Councilmember Steve Cody voted opposed.

Council Comments and Requests and Manager Statement:
Vice Mayor Mark Merwitzer explained concerns about the process, noting taxpayers should be cautious of investing millions in a project without sufficient independent analysis and expressed support for pickleball but not for how the project was presented to the Council by the administration.

Councilmember Patrick Fiore spoke in support of Option 3 of the Resolution with amendments offered to residents that support the senior and veteran community by offering

discounts.

Village Manager Nick Marano addressed the comments made by Vice Mayor Mark Merwitzer and highlighted that Diadem had been an upfront and transparent partner from the beginning. He explained that while most Councilmembers, including Councilmember Matson, visited Diadem's facilities, one member chose not to attend and reported that that those who visited had firsthand knowledge of the validity of Diadem's business model.

Regarding the design concerns of the contract, Vice Mayor Mark Merwitzer explained that when the Village approached Waypoint to convert the outdoor pickleball center, the cost estimates returned were significantly higher. With Diadem's input and expertise, the Village was able to reduce the cost to approximately $3 million, which would not have been achievable otherwise. He also explained that Diadem's detailed design knowledge of similar structures helped ensure taxpayer savings and clarified that Option 1, while offering a revenue-sharing agreement where all net income flowed to the Village, carried much greater financial risk. He stated that as Manager, he recommended Option 3 to reduce taxpayer exposure to the Village.

Mayor Karyn Cunningham requested a copy of Vice Mayor Mark Merwitzer speech that he into the record.

Councilmember Steve Cody supported the request for the original speech and spoke opposed to the comments made by Vice Mayor Mark Merwitzer. He also spoke in support of items 14A and 14B on the agenda.

Councilmember Marsha Matson spoke opposed to the proposed Diadem project and urged the Council to oppose the Resolution and expressed concerns that the process was not fiscally responsible and questioned why similar investments would not be made in other sports. She did not find the proposal financially feasible and urged the Council to not approve the Resolution.

Mayor Karyn Cunningham explained her support for the item, noting that the Council had discussed pickleball for some time and emphasizing its community benefits and reported that Option 3 of the Resolution provided more free play opportunities for residents and that additional indoor recreational facilities would be a win for the Village and urged the Council to support items 14A and 14B of the agenda.

Vice Mayor Mark Merwitzer **motioned** to reject the proposal. Councilmember Marsha Matson **seconded** the motion. The **motion failed (2-3)**; Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

The amended Resolution was put to a vote with the amendments passed by Council. **The amended Resolution passed (3-2);** Councilmember Marsha Matson and Vice Mayor Mark Merwitzer voted opposed.

ITEM 14B WAS MOVED OUT OF ORDER:

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, AMENDING RESOLUTION NO. 2024-66, APPROVING FUNDING FOR DESIGN-BUILD

SERVICES AND CONSTRUCTION OF AN OUTDOOR PICKLEBALL CENTER ON VILLAGE-OWNED PROPERTY; INCREASING THE APPROVED FUNDING ALLOCATION FROM ONE MILLION SIX HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND EIGHTY-TWO CENTS ($1,676,564.82), TO AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS AND SEVENTY-THREE CENTS ($3,324,512.73); FURTHER AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH WAYPOINT CONTRACTING, INC. FOR THE DESIGN-BUILD SERVICES AND CONSTRUCTION OF AN INDOOR PICKLEBALL CENTER; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration and prepared by Parks and Recreation Director, Fanny Carmona) (Deferred from the Regular Council Meeting of June 2, 2025)*

Item 14B was moved out of order by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

The following speaker spoke for a time allotment of three minutes *in favor* of the Resolution: Gary Pastorella (6940 SW 142nd Terrace).

Village Clerk Missy Arocha read the public comments submitted by form.

Parks and Recreation Director, Fanny Carmona explained that the presentation was the same presentation from agenda item 14A.

Consensus was reached by the Council to not have the same presentation again.

Village Attorney John Dellagloria provided a legal explanation on the parkland and answered questions raised by the Council.

The approval of the Resolution was put to a vote. The **Resolution passed (3-2)**; Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

Item 11A was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

The following speakers spoke for a time allotment of three minutes *in favor* of the Resolution: Gary Pastorella (6940 SW 142nd Terrace); and Henry Clifford (8875 SW 171st Street).

Village Clerk Missy Arocha read the public comments submitted by form.

Councilmember Patrick Fiore provided an explanation and historical background of the item.

Vice Mayor Mark Merwitzer questioned whether the Ordinance posed a conflict of interest for members whose term are currently limited.

Village Attorney John Dellagloria responded that it does not.

Councilmember Marsha Matson asked whether the term “vested” could be eliminated by a future Council and requested clarification on its meaning.

Village Attorney John Dellagloria provided the legal explanation of “vested” and reported that future Councils could make changes, but the current rights would remain intact.

Discussion ensued between Village Attorney John Dellagloria and the Council regarding the term “vested” and he answered questions raised by the Council.

Mayor Karyn Cunningham asked Councilmember Patrick Fiore to confirm whether the current item was nearly identical to a prior item brought before the Council in the past.

Councilmember Patrick Fiore explained that the difference is the inclusion of the word “vested” and reported that it had previously been adopted by Ordinance in the past, which limited the ability to amend until 2028, and that this proposal was intended as a permanent fix.

Village Attorney John Dellagloria reiterated that current members are vested under this Ordinance and that any future changes would not affect current members. He further clarified that a previous Vice Mayor remains covered under the prior Ordinance that was previously adopted by the Council.

Councilmember Patrick Fiore explained that what was done previously was not correct, and this proposal is meant to serve as a permanent solution.

Councilmember Marsha Matson questioned whether the provision applies to partial terms served.

Village Attorney John Dellagloria responded that it does not.

Following Council discussion, the question was called in favor of the Ordinance. **The Ordinance passed (3-2)**; Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, “AGENDA PROCEDURE”, BY AMENDING THE “ORDER OF BUISSNESS”, “PROPOSED AGENDA ITEMS”, AND “AGENDA CLOSING DATES”; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

Item 11B was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

There were no public comments.

Village Clerk Missy Arocha read the public comment submitted by form.

Village Attorney John Dellagloria explained the purpose of the Ordinance and reported that the intent is to memorialize in code what had previously been adopted by Resolution, as Ordinances control Resolutions.

Village Attorney John Dellagloria explained that the Ordinance would, change the deadline for agenda item submissions from “12:00 PM” to “11:59 PM” on the 15th day prior to a council meeting; that the Clerk would be responsible for preparing the agenda; establish that the Mayor determines the order of business; require that all proposed items appear on the agenda.

Vice Mayor Mark Merwitzer asked for clarification regarding the submission deadline, noting that the 15th day falls on a Sunday.

Village Attorney John Dellagloria clarified that the language would be amended from “12:00 PM” to “11:59 PM” to better reflect the intent of the sponsor.

Councilmember Patrick Fiore **motioned** to approve the amendment from “12:00 PM” to “11:59 PM” to better reflect the intent of the sponsor. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Marsha Matson reported that she preferred a shorter timeframe such as eight days, instead of the 15-day requirement.

Village Attorney John Dellagloria responded that the current practice of a 15-day deadline has been in place for the past four to five years.

Discussion ensued between Village Attorney John Dellagloria and the Council regarding the enforcement of the 15-day requirement.

Following the discussion, the question was called in favor of the amended Ordinance. **The amended Ordinance passed (4-1)**; Councilmember Marsha Matson voted opposed.

Motion to Extend the Meeting:

At approximately 9:58 PM, Councilmember Steve Cody **motioned** to extend the meeting until 11:00 PM. Councilmember Patrick Fiore **seconded** the motion. **The motion passed** (**4–1);** Vice Mayor Mark Merwitzer voted opposed.

12. CONSENT AGENDA: None.

13. RESOLUTIONS REQUIRING PUBLIC HEARING

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Finance Director, Desmond Chin)*

Item 13A was moved by Councilmember Steve Cody. Seconded by Councilmember Patrick Fiore.

Village Manager Nick Marano illustrated a PowerPoint presentation that provided an overview of proposed maximum millage rate.

Vice Mayor Mark Merwitzer motioned to propose rescheduling the budget workshop to July 21. Councilmember Marsha Matson seconded the motion.

Village Clerk Missy Arocha reported that July 21st already had three publicly noticed meetings: Sunshine Meeting at 5:00 PM, Foundation Meeting at 6:00 PM, and Zoning Meeting at 7:00 PM. She further noted that the budget workshop had already been advertised to the public.

Vice Mayor Mark Merwitzer asked whether the Village could re-advertise the budget workshop to another date and time without penalty.

Village Attorney John Dellagloria confirmed that it could.

Vice Mayor Mark Merwitzer questioned whether the Budget Workshop set for July 30 could be moved to serve as the First Budget Hearing date.

Village Attorney John Dellagloria responded that it could not be due to notice requirement deadlines for the budget advertisements.

Councilmember Steve Cody **motioned** allowing the Vice Mayor to appear via video since no action would be taken during the workshop. Councilmember Marsha Matson **seconded** the motion. **The motion failed (2–3)**; Councilmember Patrick Fiore, Councilmember Steve Cody, and Mayor Karyn Cunningham opposed.

Councilmember Steve Cody made a **subsequent motion** to allow the Vice Mayor to appear via video for the Budget Workshop of July 30. **The motion failed for lack of a second.**

Vice Mayor Mark Merwitzer asked if the date of the First Budget Hearing could be changed.

Village Attorney John Dellagloria responded that it could not.

Vice Mayor Mark Merwitzer **motioned** to set the proposed millage rate at 2.3018

mills. Councilmember Marsha Matson **seconded** the motion.

Councilmember Steve Cody proposed setting the rate at 2.4 mills, cautioning against reducing the property tax rate. He explained that even for properties with a taxable value of $1 million, the difference between the current rate and the maximum rate would amount to only about $100 annually.

Village Manager Nick Marano confirmed the calculation.

Councilmember Steve Cody explained that those younger residents, including his children, do not yet own homes, and lowering the rate would unnecessarily limit the Village's options. He recommended setting the final rate during the first and second budget hearings.

The **motion to set the millage at 2.3018 mills failed (2–3)**; Councilmember Steve Cody, Councilmember Patrick Fiore, and Mayor Karyn Cunningham voted opposed.

Councilmember Patrick Fiore **motioned** to set the millage rate at 2.35 mills, the same as the prior year. Councilmember Steve Cody **seconded** the motion.

Councilmember Marsha Matson spoke opposed to setting the millage rate at 2.35 mills.

Councilmember Steve Cody questioned whether the Village anticipated an additional $600K in expenses, particularly related to medical insurance, and inquired about the projected increase in costs for police services from the Sheriff's Office.

Village Manager Nick Marano responded that the details would be addressed at the Budget Workshop on July 30 and that the proposed Resolution reflected the same millage rate as last year.

The motion to set the millage rate at **2.35 mills passed** (**3–2)**; Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

The question was called in favor of the Resolution setting the millage rate at **2.35 mills** passed (**3–2)**; Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

14. RESOLUTIONS WITH PUBLIC COMMENTS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF THE UNSOLICITED PROPOSAL BY DIADEM SPORTS, LLC. TO PROVIDE PICKLEBALL MANAGEMENT AND OPERATIONS SERVICES FOR AN INDOOR PICKLEBALL FACILITY WITHIN THE VILLAGE-OWNED VACANT PARCEL (FOLIO NO. 33-5033-000-0862); AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH DIADEM SPORTS, LLC BASED ON THE PROPOSAL RECEIVED AND AMENDMENTS PROPOSED AT THE JUNE 2, 2025, VILLAGE COUNCIL MEETING; AND

PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo) (Deferred from the Regular Council Meeting of June 2, 2025)*

The amended Resolution was put to a vote with the amendments passed by Council. **The amended Resolution passed (3-2);** Councilmember Marsha Matson and Vice Mayor Mark Merwitzer voted opposed.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, AMENDING RESOLUTION NO. 2024-66, APPROVING FUNDING FOR DESIGN-BUILD SERVICES AND CONSTRUCTION OF AN OUTDOOR PICKLEBALL CENTER ON VILLAGE-OWNED PROPERTY; INCREASING THE APPROVED FUNDING ALLOCATION FROM ONE MILLION SIX HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND EIGHTY-TWO CENTS ($1,676,564.82), TO AN AMOUNT NOT TO EXCEED THREE MILLION THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED TWELVE DOLLARS AND SEVENTY-THREE CENTS ($3,324,512.73); FURTHER AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH WAYPOINT CONTRACTING, INC. FOR THE DESIGN-BUILD SERVICES AND CONSTRUCTION OF AN INDOOR PICKLEBALL CENTER; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration and prepared by Parks and Recreation Director, Fanny Carmona) (Deferred from the Regular Council Meeting of June 2, 2025)*

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

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE “SHOP PALMETTO BAY’ INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferred from June 2, 2025-Regular Council Meeting)*

The meeting lost quorum before the Resolution could be addressed. As such, the Resolution was not read, and pursuant to Robert’s Rules, it was never formally heard and may be brought back at any time pursuant to the Village Attorney.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SUSTAINABILITY AND RESILIENCY; ACCEPTING AND ADOPTING THE RESULTS AND FINDINGS OF THE VILLAGE OF PALMETTO BAY RESILIENCE ACTION PLAN AND VULNERABILITY ASSESSMENT; OPTIMIZING ITS USAGE TO PROTECT AND PRESERVE THE VILLAGE’S ENVIRONMENT AND COMMUNITY; AND PROVIDING AN

EFFECTIVE DATE *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

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

The following speaker spoke for a time allotment of three minutes *in favor* of the Resolution: Lasaly Changkachith (Chair of the Resiliency Committee).

Representatives of WSP illustrated a PowerPoint presentation on the proposed Sustainability and Resiliency Action Plan and explained the vulnerability assessment.

Sustainability and Resiliency Planner, Andrea **Candelaria reported that** staff would work with the grants team to implement projects aligned with the plan if the Resolution is approved by the Council.

There were no questions raised by the Council on the Resolution and all members of the Council spoke in support of the item.

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

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING VILLAGE COUNCIL APPROVAL OF OUTSIDE COUNSEL THAT COMBINES LEGAL SERVICES WITH LOBBYING SERVICES EXCEEDING FIFTY THOUSAND ($50,000) DOLLARS; REQUIRING BILLING STATEMENTS ITEMIZING LEGAL SERVICES SEPARATELY FROM LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

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

Village Clerk Missy Arocha read the public comment submitted by form.

Councilmember Patrick Fiore explained the purpose and intent of the Resolution and urged the Council to support the item.

Mayor Karyn Cunningham reported that the Village Manager has the discretion of spending up to $25,000 and that the amount allocated in the Resolution is an ideal number.

The members of the Council spoke in support of the item.

The question was called in support of the Resolution. **All voted in favor (4-0);** Councilmember Marsha Matson was absent. **The Resolution passed unanimously.**

Motion to Extend the Meeting:

At approximately 10:55 PM, Councilmember Steve Cody **motioned** to extend the meeting until midnight. The motion failed for lack of a second. Councilmember Steve Cody then moved to extend the meeting until 11:30 PM. Vice Mayor Mark Merwitzer seconded the motion. The motion passed (3-2); Vice Mayor Mark Merwitzer and Councilmember Marsha Matson voted opposed.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE "PALMETTO BAY ADOPT-APET PROGRAM" TO REIMBURSE RESIDENTS FOR ADOPTION FEES WHEN ADOPTING PETS FROM MIAMI-DADE COUNTY ANIMAL SERVICES; ALLOCATING FUNDS FOR THIS PURPOSE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Co-Sponsored by Vice Mayor Mark Merwitzer)*

Item 14F was moved by Councilmember Marsha Matson. Vice Mayor Mark Merwitzer seconded.

The following speakers spoke for a time allotment of three minutes *in favor* of the Resolution: Heather Keenan (8460 SW 181st Street) and Beverly Gerald (14271 SW 74th Court).

The following speakers spoke for a time allotment of three minutes *opposed* to the Resolution: Vitality Falkovitch (9280 SW 167th Terrace) and Gary Pastorella (6940 SW 142nd Terrace).

Village Clerk Missy Arocha read the public comment submitted by form.

Councilmember Marsha Matson provided an explanation on the purpose of the Resolution and explained that the Village is an animal-friendly community, noting the importance of saving animals surrendered to no-kill shelters and further explained that the Resolution provides for the reimbursement of residents' adoption fees as outlined in the legislation.

Councilmember Steve Cody reported that in his years of service on the Council, Councilmember Marsha Matson has not voted in favor of a single budget, yet expenditures such as the proposal are being considered. He recommended deferring the matter to the budget process and not spending from the General Fund balance.

Councilmember Steve Cody **moved** to defer the Resolution until the First Budget Hearing to consider adoption fees at that time. **The motion failed for lack of a second.**

Vice Mayor Mark Merwitzer **requested to be added as a co-sponsor** of the Resolution. Councilmember Marsha Matson **accepted the co-sponsorship** of the Vice Mayor.

Vice Mayor Mark Merwitzer explained that the proposal represents a voluntary act of compassion, addressing challenges faced by animal shelters and reported that

the legislation would make adoption more accessible, encouraging residents to adopt rather than purchase pets.

Councilmember Patrick Fiore spoke in support of the legislation, describing it as pragmatic and beneficial and reported that while Councilmembers may pursue various initiatives, supporting the budget is critical to funding such programs.

Mayor Karyn Cunningham questioned the financial basis and the process for implementing the program.

Village Manager Nick Marano responded that staff would determine the process.

Mayor Karyn Cunningham requested that the Manager include implementation details in the September Manager's Report.

Councilmember Steve Cody questioned if the costs would be covered by the $10,000 allocation.

Village Manager Nick Marano responded yes.

The question was called in support of the Resolution. **The Resolution passed (3-2);** Mayor Karyn Cunningham and Councilmember Steve Cody voted opposed.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14G was moved by Vice Mayor Mark Merwitzer. Councilmember Patrick Fiore seconded.

Vice Mayor Mark Merwitzer reported that he would like to work with the Tre Advisory Board to seek their approval and moved to defer the Resolution to the September 8, 2025, Regular Council Meeting. Councilmember Patrick Fiore seconded the motion. **The motion passed (3-1)**; Councilmember Steve Cody voted opposed, and Councilmember Marsha Matson was absent.

Item 14G was deferred to the September 15, 2025, Regular Council Meeting.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SETTLEMENT OF THE CASE OF STEPHEN CODY. V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve*

Cody)

As the Village Attorney began discussing the procedural issues regarding the Resolution, the meeting lost quorum before the matter could be addressed. As such, the Resolution was not read, and pursuant to Robert's Rules, it was never formally heard and may be brought back at any time pursuant to the Village Attorney.

15. ADJOURNMENT: The meeting was adjourned at 11:22 PM.

The meeting minutes were approved this 8th day of September, 2025.

Attest:

_____	_____
Mayor Karyn Cunningham	Village Clerk Missy Arocha

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:56 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Steven Janoff
Email Address	steven.janoff@gmail.com
Address	7755 SW 130th Street
City	Pinecrest
State	FL
Zip Code	33156

Phone Number	7866837252
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	My name is Steven Janoff. I live in Pinecrest just a few miles from the park. I appeared before the council before to advocate for the Pickleball Courts that is/was to be built (8 courts). Currently there are only a few indoor courts available in S Dade, and they are private member only (3) courts. We are a county of millions, yet there are no facilities similar to what is available in Broward County- The Fort 41 courts, Diadem 9 indoor courts, Naples (64 Courts), Holly Hill (Pictona - 49 courts), Palm Coast 12or14 courts combined USTA courts; more I don't know about in Punta Gorda, etc. all offer covered roof on some courts or indoor courts (Only Diadem). If you have the opportunity to build a much needed indoor facility to be run by a professional pickleball company (Diadem) AND collect rent or income from the operation while fulfilling a needed and popular good for the community you should jump on it. I myself have suffered heat exhaustion/dehydration requiring paramedics and hospitalization while playing Pickleball at your Palmetto Bay park last year, even though I grew up in South FL and have played tennis all my life. I can no longer tolerate the heat for outdoor play. I do it anyway and drink heavily and perspire profusely. After 90 minutes I have to stop and am dead tired for the next 3-4 hours.

	As many pickleball enthusiasts are seniors (I'm 67 this month) the heat is dangerous for us. I play when cooler with no problems. So the heat and rain are major roadblocks to our major exercise. A well designed indoor facility will be supported by the community with no problem. It should be approved. It's a great opportunity for Palmetto Bay park- it will operate profitably.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:53 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7th, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Lily Azel
Email Address	lilyazel@me.com
Address	601 NE 36th St #1212
City	Miami
State	FL
Zip Code	33137-3914

Phone Number	*Field not completed*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A
Position	Support
Comments (type your comments in the box below)	As USA Pickleball Ambassador for Miami-Dade we commend the Village for offering its residents health and fitness through pickleball An indoor facility would help seniors with the heat and after school kids be able to play consistently given the rain storm patterns An indoor facility would be able to have stable programming without worry of the weather We ask you support Item 14A
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:52 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 07 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Eric Tullberg
Email Address	e341@bellsouth.net
Address	7884 SW 179 Tr.
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3052552594
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	A contract has been let to build a pedestrian Bridge parallel to Br974293 over the C-100 Canal. It will be 12 ft. wide for easy use of Old Cutler Path. Construction should start this year.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	13 A
Position	Support
Comments (type your comments in the box below)	2.35 same as last year - OK as long as we keep our reserves up.
Agenda Item No.	14 A, B
Position	Oppose
Comments (type your comments in the box below)	Outdoor picleball courts would be fine. We do not build indoor courts for tennis baskelball etc.
Agenda Item No.	14 D
Position	Neutral
Comments (type your comments in the box below)	We need a comprehensive study by SFWMD on the entire C-100 Canal system.
Agenda Item No.	14 H
Position	Support

Comments (type your comments in the box below)	I am glad Cody vs. VPB is over. Are we paying for Merwitzers legal fees in his case?
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:36 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Elaine Chehebar
Email Address	elainech1201@gmail.com
Address	4275 Nautilus Drive
City	Miami Beach
State	FL
Zip Code	33140

Phone Number	3059862023
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A*
Position	Support
Comments (type your comments in the box below)	An indoor pickleball facility is so needed for the southern part of Miami-Dade County. The heat is concerning for residents of Palmetto Bay.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:35 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Tyler Tacornal
Email Address	*Field not completed.*
Address	22146 SW 89th CT
City	Miami
State	FL
Zip Code	33190

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 4:31 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Louis Bernard Adam
Email Address	Louisbadam@gmail.com
Address	20124 SW 79th CT
City	Cutler Bay
State	FL
Zip Code	33189

Phone Number	7862011678
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	I wanted to share my enthusiastic support for the idea of building an indoor pickleball facility. Living close to the Saga Bay pickleball courts, I've seen firsthand how they've become a wonderful hub for building community. As an active player, I've met people from all walks of life and different age groups, and it's been an incredible experience. An indoor facility would not only create jobs but also offer a year-round space for everyone to enjoy exercise, fun, and a sense of belonging. Thank you for considering this project—I believe it would be a fantastic addition to our neighborhood! Warm regards, Louis Bernard Adam P.S. If residents of Cutler Bay could get a little friendly discount on the membership, that would be even more spectacular—just a cheeky thought from your neighbors!
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 3:30 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	JAMES WOODARD
Email Address	woodardlaw@aol.com
Address	EXEMPT
City	EXEMPT
State	EXEMPT
Zip Code	EXEMPT

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14.E
Position	Support
Comments (type your comments in the box below)	Hopefully, this item will avoid past problems. Please support it
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 3:01 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7,2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Kelli Willis
Email Address	Kellicuts@aol.com
Address	8460 Sw 180 st
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14F
Position	Oppose
Comments (type your comments in the box below)	This item will have animal rescue folks dump cats in the village with tax payers dollars Feral definition is a domestic animal gone lose We have to date 20 feral cats at CRP in the pine rocklands We have 50 residents that do animal rescue and reside in this village that have an obsession with animals. If each 50 residents adopt cats and release two each that's 100 more feral cats Village residents pay 10K harming this environment and its ecosystem with 14F This item is cute but it's not how our dollars should be spent If we have extra money please donate to miami dade animal shelter instead of promoting feral cats and likely dogs on streets because these adopters can't afford these animals in the first place These adopters won't be responsible pet owners Please vote No on item 14F Donate 5K to miami dade animal shelter instead Please and thank you
Agenda Item No.	11A
Position	Support
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	11B

Position	Oppose
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	14C
Position	Oppose
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	14G
Position	Oppose
Comments (type your comments in the box below)	Tree protection and the preservation should be for only the native specie specimen trees.
Agenda Item No.	14H
Position	Support
Comments (type your comments in the box below)	The Village only has to approve five obvious facts to save $150,000 in legal fees. Please support 14H
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:44 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Samuel Henao
Email Address	*Field not completed.*
Address	8945 SW 227th Ter
City	Cutler Bay
State	Florida
Zip Code	33190

Phone Number	7866609865
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:43 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7-7-25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Glenda Beckett
Email Address	gbeckett@bellsouth.net
Address	9021 SW 156 Street
City	palmetto bay
State	fl
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	13A
Position	Support
Comments (type your comments in the box below)	i urge you to support the managers budget - do not lower the millage rate as it will diminish services that the village already have at such good value. consider that the village has one of the lowest millage rates in the county.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:39 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

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Name	Yvonne Nunez
Email Address	dolcevita36@comcast.net
Address	8498 SW 167 TERR
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14-H
Position	Oppose
Comments (type your comments in the box below)	this case has been ongoing for several months now. the residents do not want further litigation. its embarrassing and time to turn the page.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:33 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Yessy Garcia
Email Address	Yizeniagarcia@yahoo.com
Address	exempt
City	exempt
State	exempt
Zip Code	exempt

Phone Number	*Field not completed*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14h
Position	Oppose
Comments (type your comments in the box below)	I urge you to vote against item 14h its a total waste of tax payer funds stop the nonsense, the ongoing litigation that will get to no where and get to real business the village has already spent enough tax payer funds on litigation we don't want more of it stop it now
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:03 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Charlie Bibb
Email Address	cmbibb55@gmail.com
Address	13191 SW 72nd Ave.
City	Miami
State	FL
Zip Code	33156

Phone Number	3053234454
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A.
Position	Support
Comments (type your comments in the box below)	I support this item with one caveat. I agree with the Vice Mayor's comments from the June 2025 meeting that Diadem's forecasts should be validated against real data from their Broward facility.
Agenda Item No.	14 B.
Position	Support
Comments (type your comments in the box below)	I really hope that the council does not see this as an amenity for Palmetto Bay only. An indoor pickleball facility will draw players from all surrounding communities. Please vote yes!
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 1:02 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/25
Meeting Type	Regular Council Meeting
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(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Ana Brown
Email Address	hayes357@bellsouth.net
Address	9340 SW 178th Street
City	Palmetto Bay
State	Florida
Zip Code	33157

Phone Number	3053424484
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14-A
Position	Support
Comments (type your comments in the box below)	Very much in support of the pickleball courts. I am an avid player and go outside my community to play. It's so much fun but more importantly it's a great social event making many new friends. We could use something that would bring more Palmetto Bay neighbors together.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:40 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/2024
Meeting Type	Regular Council Meeting
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(Section Break)

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Eduardo Max
Email Address	emax76@msn.com
Address	1100 SW 95 Ave
City	Miami
State	FL
Zip Code	33174

Phone Number	3054953881
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	I support agenda item no. 14A to build indoor pickleball courts in the city of Palmetto Bay. Pickleball is the fastest growing sport in the US and as it is we do bot have enough courts in or around Palmetto Bay. Beig that the weather in Miami is so unpredictable these courts would be a huge benefit for all residents and even income producing for the city of Palmetto Bay.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:39 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
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The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

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Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Luis Parody
Email Address	lucho19870@gmail.com
Address	9500 SW 174TH ST Apt 139
City	MIAMI
State	FL
Zip Code	33157

Phone Number	3054956328
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Highly support! This would be a great addition to the PB community.
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Highly support! This would be a great addition to the PB community.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:37 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Kevin Lantigua
Email Address	klantigua38@yahoo.com
Address	19631 sw 132 pl
City	Miami
State	FL
Zip Code	33177

Phone Number	3057904198
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	Pickleball has proven to be the fastest growing sport in the US. It's a family friendly sport that can be played my anyone. Building these courts gives the community a healthy option to stay active, no matter the weather. I fully support this agenda and this will put Palmetto Bay at the top of the Miami Dade county municipality list!
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:21 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Melanie Lantigua
Email Address	Melanielantigua@icloud.com
Address	19631 Southwest 132nd Place
City	Miami
State	FL
Zip Code	33177

Phone Number	3054844649
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	As a fitness and health coach, I see the benefits of daily exercise including pickleball every day. Having indoor courts in Palmetto Bay will benefit so many people that love the sport and want to stay consistent in their health efforts throughout the rainy season. But also will it give more people the opportunity to play that can not handle the heat in the area well. Heat related injuries and health concerns are a big issue for the pickleball community in south Florida. Please support this project for your residents and the Miami Dade pickleball community
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:16 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Marlo Dieguez
Email Address	dieguezm@ymail.com
Address	3720 SW 104 Ave
City	Miami
State	Florida
Zip Code	33165

Phone Number	7862536414
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	I am writing to express my full support for the proposal to construct nine indoor pickleball courts within the Village of Palmetto Bay. As you are likely aware, pickleball is currently the fastest-growing sport across the United States, attracting participants of all ages—from children and young adults to seniors. The development of indoor courts would provide a valuable recreational resource for our community, allowing residents to enjoy the sport regardless of weather conditions. Moreover, moving play indoors would significantly reduce noise levels, which has been a concern for some community members living near existing outdoor courts. I would like to extend my sincere thanks to the Council for considering this initiative. Creating a safe, accessible, and weather-resistant facility will enhance the quality of life for residents and foster a more active and connected community.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	Palmetto Bay residents will have access to free indoor play three days of the week. Protecting them from the elements.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 12:06 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/2025
Meeting Type	Regular Council Meeting
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(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Matthew Endara
Email Address	mattendara72@gmail.com
Address	17125 S.W. 81 Court
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	305-484-8027
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	I have been a resident of Palmetto Bay since 1972 I'm in support of the indoor pickleball facility because it will bring significant community benefits, including promoting physical activity, social engagement, and year-round access to a rapidly growing sport Unlike outdoor courts, an indoor facility ensures play is not disrupted by weather, making it ideal for players of all ages and abilities It also opens up opportunities for leagues, tournaments, and lessons, which can boost local business, tourism, and community wellness Investing in such a space fosters a healthier, more connected, and vibrant community
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 11:10 AM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Judy Shostak
Email Address	Judyshostak@gmail.com
Address	1121 Crandon Blvd. Unit E805
City	Key Biscayne
State	FL
Zip Code	33149

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	I am an avid pickleball player and enjoy playing at all the wonderful facilities available. Please consider building an indoor facility for the most popular growing. It would be beneficial for the extreme hot weather conditions in south Florida. Thank you.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, July 7, 2025 10:54 AM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Connor Porry
Email Address	connorporry@yahoo.com
Address	14865 Sw 88 Ave
City	Palmetto Bay
State	FLORIDA
Zip Code	33176

Phone Number	7863953641
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	Hi, I'm Connor Porry, a 17-year-old student. I couldn't make it today, but I know we've got people there representing the pickleball community. These courts would be used every single day they're open. If they're approved, they'll be the only indoor courts in South Miami—other than Lifetime, which you need a membership for. Last week when the weather was bad, I had to drive 30 minutes to Doral just to play. These courts would be a huge win for both the pickleball community and Palmetto Bay. Thanks for taking the time to consider it.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, July 6, 2025 9:14 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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Name	Cheryl Welch Ferrer
Email Address	Cfgr2@aol.com
Address	12425, Sw 69 Ct
City	Miami
State	FL
Zip Code	33156

Phone Number	3052984843
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14a
Position	Support
Comments (type your comments in the box below)	Rain and extreme heat make indoor courts necessary. Currently Lifetime's 3 courts are in constant use from 5:30 am to 11 pm!!!!
Agenda Item No.	14b
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, July 6, 2025 6:32 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
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(Section Break)

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Lisa Maguire
Email Address	Maguirex3@gmail.com
Address	11801 SW 68 Ct.
City	Miami
State	FL
Zip Code	33156

Phone Number	*Field not completed*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A & B
Position	Support
Comments (type your comments in the box below)	Pickleball has brought many residents together that would never have met otherwise Palmetto Bay could be a leader in supporting healthy community interaction by providing the only indoor pickleball facility in the southern portion of Miami-Dade There are many days that the outdoor courts cannot be used due to our environment
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*

Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, July 6, 2025 6:00 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	707/07/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Kathleen Newbold
Email Address	Katnewbold50@gmail.com
Address	6835 N. Cartee Rd.
City	Palmetto Bay
State	FL
Zip Code	33158

Phone Number	305-299-1300
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A
Position	Support
Comments (type your comments in the box below)	As a PBay resident, I am in support of the addition of a pickleball court facility which will continue to promote the active lifestyle Palmetto Bay promotes.
Agenda Item No.	14B
Position	Support
Comments (type your comments in the box below)	Although this will cost the Village, it's highly likely to bring diners to our local eateries and coffee shops as many get-together after the activity.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Saturday, July 5, 2025 7:28 AM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Cindy Hewitt
Email Address	*Field not completed.*
Address	16630 SW 80 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A
Position	Support
Comments (type your comments in the box below)	I support the pickleball proposal as it will provide INDOOR courts in our hot, humid climate.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Friday, July 4, 2025 11:06 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Connie Alter
Email Address	conniealter50@gmail.com
Address	9700 SW 84 Avenue
City	Miami
State	FL
Zip Code	33156

Phone Number	3059750038
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	I have lived in nearby Continental Park for 37 years I am an avid senior pickleball player, and I am totally in favor of an indoor pickleball facility at Palmetto Bay Park If built, I believe this would be the only indoor pickleball public facility in the southern part of Miami-Dade County Pickleball is a sport for all ages, especially we seniors, and its popularity is off the charts! It would create such incredible revenue for your community and provide year round enjoyment, regardless of weather It is great for social activities and making new friendships It would be especially beneficial for seniors' health and well-being in this awful heat and rain

Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	I have lived in nearby Continental Park for 37 years I am an avid senior pickleball player, and I am totally in favor of an indoor pickleball facility at Palmetto Bay Park If built, I believe this would be the only indoor pickleball public facility in the southern part of Miami-Dade County Pickleball is a sport for all ages, especially we seniors, and its popularity is off the charts!

	It would create such incredible revenue for your community and provide year round enjoyment, regardless of weather. It is great for social activities and making new friendships. It would be especially beneficial for seniors' health and well-being in this awful heat and rain.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Friday, July 4, 2025 3:45 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Fiorella Warger
Email Address	*Field not completed.*
Address	15502 SW 74 PL
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14A
Position	Support
Comments (type your comments in the box below)	We need indoor pickleball courts!
Agenda Item No.	14B
Position	Support
Comments (type your comments in the box below)	We need indoor pickleball courts!
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Friday, July 4, 2025 3:05 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Lynn Levine
Email Address	bagels3@aol.com
Address	16610 SW 78th Place
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3057248787
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A&B
Position	Support
Comments (type your comments in the box below)	I am strongly in favor of the Village creating an indoor pickleball center. While there are now many places to play pickleball outdoors, there is a dearth of indoor options in the south part of the county. I know there is some sentiment on the council that pickleball players should not get special treatment as compared to others playing different sports in our sunny and hot summer weather but here's something important to consider: while I'm happy to sweat like everyone else, because of a couple of serious skin cancers I need to limit my time playing outdoors- and I am far from the only senior citizen with this issue- and since pickleball has so many seniors participating, I think the extra cost of an indoor venue is justified. I also think there will be a huge demand and the facility will make money for the Village, and the building could be designed to be multipurpose as well. As a resident of Palmetto Bay, I hope that you will vote in favor so our Village can add this great asset to our community.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Friday, July 4, 2025 2:46 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Andrea Koven
Email Address	Micker00@bellsouth.net
Address	7395 SW 114 St
City	Miami
State	FL
Zip Code	33156

Phone Number	3053214968
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	I would like to share my strong support for indoor pickleball courts in Palmetto Bay Pickleball is so popular and gaining more and more players. There's a shortage of courts in the area and so many players would love to play indoors It's a very social sport and often a group will go out for lunch , drinks, or dinner after playing This will support local businesses in the area It would also attract new homeowners to the area, raising property values etc Please, please approve the building of indoor pickleball courts Thank you Andrea Koven

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 DE
Position	Support
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*
Agenda Item No.	*Field not completed.*
Position	*Field not completed*
Comments (type your comments in the box below)	*Field not completed*

Melissa Dodge

From: noreply@civicplus.com
Sent: Friday, July 4, 2025 2:01 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7th, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Nuria Alloza Sanchez
Email Address	Sanlloza@aol.com
Address	7901 SW 171 St
City	Palmetto Bay
State	Fl
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	Parks
Position	Support
Comments (type your comments in the box below)	Hi, I would like to petition and support the building of indoor Pickleball Courts in Pametto Bay Park. This sport has grown exponentially and has created a great sense of community,fitness for people of all ages and so much more. We do not have that kind of facility in the south arenof Dade County. With a very large population of people playing Pickleball and living down south this is much needed. It would provide the opportunity for those people that might have health issues concerning the sun or heat as well as during the rainy season etc an opportunity to play indoors. There are so many benefits to building an indoor Pickleball Club it would be thriving all the time with continuous play and activities for all to participate and enjoy. Please take the lead in South Dade County and let Palmetto Bay show its support and commitment to health fitness and wellbeing and community. Support this great project and let's build the indoor Pickleball Court
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 5:13 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Jace jones
Email Address	*Field not completed.*
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Yes for indoor pickleball courts
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Yes for indoor pickleball courts
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 5:12 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Kaiden jones
Email Address	*Field not completed.*
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	I support the indoor pickleball courts

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Please put indoor pickleball courts in Palmetto Bay
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Please put indoor pickleball courts in Palmetto Bay
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 5:03 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Mike jones
Email Address	*Field not completed.*
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	I think indoor courts would great for our community. It improves quality of life and health and it's a way to make money for the city.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	I think indoor courts would great for our community. It improves quality of life and health and it's a way to make money for the city.
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:59 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Kristin kalinowski
Email Address	Kristinkalinowski@yahoo.com
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3059925135
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	I support the indoor pickleball facility
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	I think indoor courts would be amazing and the city would profit from the profits while making the citizens happy.
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	I think indoor courts would be amazing and the city would profit from the profits while making the citizens happy.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:56 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7, 225
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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Name	Ming Li
Email Address	*Field not completed.*
Address	2928 Se 3rd St
City	Homestead
State	FL
Zip Code	33033

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	I wanted to voice my support for building an indoor pickleball court in the Palmetto Bay Area.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:54 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Jeffrey
Email Address	Kalinowski
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3052180406
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside Every age can benefit from this. And I believe it will generate more money for other things we want in the future We don't have anything like this in the Miami area These indoor pickleball facilities make great money and all around positive I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area These indoor pickleball facilities make great money and all around positive I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside Every age can benefit from this And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area These indoor pickleball facilities make great money and all around positive I

	am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:47 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7, 2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Deborah Finkle
Email Address	debbiefinkle1@gmail.com
Address	6860 Southwest 113th Street
City	Miami
State	FL
Zip Code	33156

Phone Number	3057610001
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	The indoor pickleball faculty will benefit young and aging residents. Palmetto Bay will also make money in 3 years or less.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	The indoor pickleball faculty will benefit young and aging residents. Palmetto Bay will also make money in 3 years or less.
Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	The indoor pickleball faculty will benefit young and aging residents. Palmetto Bay will also make money in 3 years or less.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:45 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Committee of the Whole Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

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If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Jeffrey
Email Address	Kalinowski
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3052180406
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I

	am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:41 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/2025
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Jeffrey
Email Address	Kalinowski
Address	17305 Sw 88 Ave
City	Palmetto Bay
State	FL
Zip Code	33157

Phone Number	3052180406
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14D
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.
Agenda Item No.	14E
Position	Support
Comments (type your comments in the box below)	Hi I am a resident of Palmetto Bay and I think it would be amazing to have an indoor pickleball center. It's extremely hot and rainy in the summer which makes it hard to play outside. Every age can benefit from this. And I believe it will generate more money for other things we want in the future. We don't have anything like this in the Miami area. These indoor pickleball facilities make great money and all around positive. I

	am a firefighter and would love to tournaments and leagues and the kids could have summer camp there as well.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:40 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Victoria Luther
Email Address	Vickiluther@aol.com
Address	16822 SW 86th ave
City	Palmetto Bay
State	Florida
Zip Code	33157

Phone Number	7033006565
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	Please consider indoor pickle ball courts as they will benefit our community and enhance Palmetto Bay (plus make money for the town)

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	Indoor pickle ball courts
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 4:30 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7, 2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Deborah Klem
Email Address	Deborah.klem@gmail.com
Address	7870 SW 120 Street
City	Pinecrest
State	FL
Zip Code	33156

Phone Number	3055620071
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	Please accept this as my urging to positively support the Agenda item 8, for an indoor pickleball facility.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	8
Position	Support
Comments (type your comments in the box below)	Please support the indoor pickleball facility proposal.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 2:53 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	July 7
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Christopher cheung
Email Address	Chris_wy01@hotmail.com
Address	14860 SW 87th CT
City	Palmetto Bay
State	FL
Zip Code	33176

Phone Number	9545369052
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	14 A
Position	Support
Comments (type your comments in the box below)	I would agree to the development of the facility, but to not be subsidized by Palmetto Bay resident's tax. I rather the facility be private owned and operated by Diadem
Agenda Item No.	14B
Position	Support
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Thursday, July 3, 2025 11:47 AM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	07/07/2025
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Connie Alter
Email Address	conniealter50@gmail.com
Address	Resident Address Not Disclosed
City	Palmetto Bay
State	FL
Zip Code	33156

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	My name is Connie Alter and I have lived in nearby Continental Park for 37 years. I am an avid senior pickleball player, and I am totally in favor of an indoor pickleball facility at Palmetto Bay Park. If built, I believe this would be the only indoor pickleball public facility in the southern part of Miami-Dade County. Pickleball is a sport for all ages, especially we seniors, and its popularity is off the charts! It would create such incredible revenue for your community and provide year round enjoyment, regardless of weather. It is great for social activities and making new friendships. It would be especially beneficial for seniors' health and well-being in this awful heat and rain.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Wednesday, July 2, 2025 3:11 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form- Updated March 3, 2025

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

Public Comments Form- Updated March 3, 2025

Online Public Comments Form	Meeting Agenda
Meeting Date	7/7/25
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	JAMES WOODARD
Email Address	WOODARDLAW@AOL.COM
Address	EXEMPT
City	EXEMPT
State	EXEMPT
Zip Code	EXEMPT

Phone Number	*Field not completed.*
Meeting Agenda Link	Agenda Center

(Section Break)

General Public Comments -"Requests, Petitions & Public Comments Submitted"	*Field not completed.*

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	11.A
Position	Support
Comments (type your comments in the box below)	I support 11.A as an appropriate expense.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*

Melissa Dodge

From: noreply@granicusideas.com
Sent: Sunday, July 6, 2025 8:48 PM
To: Village Council; Missy Arocha; Nick Marano
Subject: [EXT] New eComment for Regular Council

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

The Village of Palmetto Bay, FL

New eComment for Regular Council

ALBA STANSU submitted a new eComment

Meeting. Regular Council

Item· 14) RESOLUTIONS WITH PUBLIC COMMENT

eComment I support this initiative, provided the contract ensures that the residents of Palmetto Bay receive meaningful benefits These benefits should include complimentary play days, exclusive discounts, clinics, and tournaments for residents Thank you for considering the needs of our community!

View and Analyze eComments

This email was sent from https //palmettobay granicusideas com

Unsubscribe from future mailings

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Departmental Updates
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report - Sep. 2025

Manager's Report

FINANCE

June

- The expenditures in June 2025 were $ 1,948,193, 8.76% of the total budget, compared to budgeted expenditures of $1,852,763, an overage of .43% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,852,763 or 8.33% per month. This does not consider the timing of expenditures such as annual bond payment or seasonal events such as Summer Camp or Village events.

- The overage is due to litigation expenditures and summer camp activities.

- YTD the Village has spent $14,640,711 or 65.85% compared to budgeted expenditures of $16,674,867 or 75%.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
6/6/2025	47225	BEEFREE, LLC.	FREEBEE RIDE 05/01-05/31	$20,677.80
6/6/2025	47231	FLORIDA MUNICIPAL INSURANCE	FMIT 1028 4TH INSTALLMENT FY 24/25	$249,249.50
6/6/2025	47244	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - MULTI-PURPOSE RECREATIONAL FACILITY - CORAL REEF PARK	$228,346.47
6/13/2025	47286	COBRA LEGAL SOLUTIONS, LLC.	LUXCOM V. VILLAGE OF PALMETTO BAY	$18,257.13
6/13/2025	47316	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	$22,293.81
6/13/2025	47316	Marlin Engineering, Inc.	TRAFFIC STUDY FOR TRAFFIC CALMING - FY 24/25	$15,214.65
6/13/2025	47341	UKG KRONOS SYSTEMS LLC	EMERGENCY REPLACEMENT NOVATIME TIMECLOCKS	$12,533.49
6/27/2025	47352	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$15,414.80

6/27/2025	47361	NXT GEN TECHOLOGIES, INC.	SUBSCRIPTION RENEWAL NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE	$21,645.36
6/27/2025	47371	TRAFFIC LOGIX CORP	7 TEMPORARY SPEED HUMPS	$24,918.00
6/27/2025	47373	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	$124,868.00
6/27/2025	47380	Civil Works, Inc.	SW 184 ST SIDEWALKS	$20,200.00
6/27/2025	47385	CUTLER BAY CARTS	NEW LIFTED CLUB CAR ONWARD - SIX PASSENGER - GAS	$20,645.63
6/27/2025	47392	HAHN CONSTRUCTION ENGINEERING	CARTEE RD. NEIGHBORHOOD WATER MAIN EXTENSION	$148,070.46
6/27/2025	47407	THE STREET PLANS COLLABORATIVE	SAFE STREETS AND ROADS FOR ALL (SS4A)	$75,513.86

July

- The expenditures in July 2025 were $ 1,637,751, 7.37% of the total budget, compared to budgeted expenditures of $1,852,763, a surplus of .96% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,852,763 or 8.33% per month. This does not consider the timing of expenditures such as annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $ 16,286,871 or 73.25% compared to budgeted expenditures of $18,527,630 or 83.33%.

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
7/3/2025	47429	AQUATIC CONTROL GROUP, INC.	CANAL MAINTENANCE - 2024	$13,200.00
7/11/2025	47479	BEEFREE, LLC.	FREEBEE RIDE JUNE	$19,882.50
7/11/2025	47505	ELAN CITY, INC.	8 RADAR SIGNS	$24,100.00
7/11/2025	47483	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 44	$314,108.00
7/11/2025	47509	I2 VISUAL, INC.	PBP SOFTBALL SCOREBOARD REPLACEMENTS	$109,197.00
7/11/2025	47486	Metro Express, Inc.	SIDEWALK IMPROVEMENTS - 2024-2025	$30,480.00

7/11/2025	47525	URBAN SDK, INC.	SPEED, DELAY AND CONGESTION, AND VOLUME DATA	$17,000.00
7/11/2025	47495	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - MULTI-PURPOSE RECREATIONAL FACILITY - CORAL REEF PARK	$161,957.71
7/11/2025	47496	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	$88,409.66
7/18/2025	47528	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$14,424.30
7/18/2025	47530	COBRA LEGAL SOLUTIONS, LLC.	LUXCOM V. VILLAGE OF PALMETTO BAY	$17,867.97
7/18/2025	47553	DEERE & COMPANY	PURCHASE OF ONE (1) JOHN DEERE 4044M COMPACT UTILITY TRACTOR	$32,443.29
7/18/2025	47561	HEADWAY CONSTRUCTION LLC	CRP - SPLIT-RAIL FENCING REPLACEMENT	$57,600.00
7/18/2025	47564	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	$21,356.51
7/25/2025	47621	THYSSEN KRUPP ELEVATOR	ELEVATOR HYDRAULIC LINE REPLACEMENT AT VILLAGE HALL	$23,978.25
7/25/2025	47624	WSP USA INC.	RESILIENCE ACTION PLAN: TASK 1-TASK 11	$12,957.29
7/25/2025	47589	HARTEC GROUP, INC.	PAVING & DRAINAGE IMPROVEMENTS - SUB BASIN 57/96	$203,778.55
7/25/2025	47605	Kimley-Horn and Associates, In	CRP MULTIPURPOSE ROOM - OWNER REPRESENTATIVE SERVICES	$12,853.90

IT DEPARTMENT

June

1. Help Desk statistics:
   a. 504 work orders created
      i. 192 (38%) submitted by system monitors and cybersecurity notifications.
      ii. 312 (62%) submitted by staff.
   b. 494 (98%) work orders completed.
2. Participated in Verizon's Frontline Roadshow focused on emergency and storm preparedness communication technologies.

July

1. Help Desk statistics:
    a. 438 work orders created
        i. 201 (46%) submitted by system monitors and cybersecurity notifications.
        ii. 237 (54%) submitted by staff.
    b. 429 (98%) work orders completed.
2. Attended the FLGISA Annual Conference and commenced the Certified Government CIO certification program.
3. Replaced the core firewall at Village Hall.

Upcoming Goals

1. Complete the Village Hall network reorganization and secure Wi-Fi implementation.
2. Assist Finance Dept. in completing their Tyler EERP implementation (servers, network changes).
3. Assist Parks Dept. in completing their MyRec.com parks management system implementation.
4. Migrate Tyler Cashiering environment to the cloud.

HUMAN RESOURCES

June

- 2 Recruitment Ad
    - Jr. Cam Counselor (seasonal) 6/2-9/2025
    - Recreation Attendant; 6/18 – 7/2/2025
- 33 Applications Reviewed
    - Jr. Cam Counselor (Seasonal)
    - Recreation Attendant
    - 6 Interviews scheduled
    - Jr. Camp Counselor (Seasonal)
    - Recreation Attendant
    - Park service Aide
- 8 Pre-Employment Meetings
    - Jr. Camp Counselor (Seasonal)
    - Recreation Attendant
    - Park service Aide
- 22 New Hires
    - Planning & Zoning Administrator
    - Seasonal (21)
- 1 Training Sessions
- 1 Separation of Employment
    - Park Service Aide
- 5 Transfers/Updates/Evaluations

July

- 1 Recruitment Ad
  - Recreation Attendant; 6/18 – 7/2/2025
- 5 Applications Reviewed
  - Recreation Attendant
- 0 Interviews scheduled
- 0 Pre-Employment Meetings
- 3 New Hires
  - Park Service Aide
- 3 Training Sessions
- 17 Separation of Employment (seasonals only)
- 14 Transfers/Updates/Evaluations
- Staffing Update as of 8/11/2025 (12 Vacancies)

Positions on Hold		
10 Full-time positions		
Department	**Position**	**Status**
Village Clerk	Admin. Assistant (1)	On hold per VC
Planning & Zoning	Zoning Administrator (1)	Temporarily on hold
Public Services	Administrative Aide (1)	Pending further direction from Director
	Maintenance Worker II (1)	On hold per VM
	Tree Trimmer (1)	On hold per Director
	Maintenance Worker I – Facilities (2)	On hold per VM
Parks & Recreation	Maintenance Worker I – Parks (1)	Pending further direction from Director
	Parks & Recreation Supervisor (2)	On hold per Director
2 Part-time positions		
Parks & Recreation	Park Service Aide (1) Recreation Attendant (1)	On hold per VM On hold per VM

COMMUNICATIONS

June

- 55 FB/Twitter Postings (including event and meeting postings)
- 10,183 FB Followers
- 69 New FB followers
- 8,095 Instagram Followers
- 334 New IG Followers
- 8,686 Email Subscribers
- 6 Videos Produced
- SAVE Video
- New Artisan & Farmers Reel
- Hurricane Season Reel
- Mayor Message Video

- Turtle Awareness Video
- Tri-City Emergency Fair Video

➢ 2 Village Vibes Bi-Weekly E-Newsletters
- 6/07 Village Vibes
- 6/21 Village Vibes

➢ 18 Promotional/Informational Campaigns – **20 Posts**
- Save Video – 2
- CPR Event – 1
- Street by Street – 1
- DMB on Wheels – 1
- Stretch Class – 1
- Self Defense – 1
- Summer Camp – 2
- Tri-City Emergency Prep Event - 4
- Rotary Club – 1
- Artisan & Farmers Market – 2
- Business Owner Grant – 1
- Battery Recycling – 1
- Hiring – 1
- Turtle Awareness – 1
- Protect the Bays – 1

➢ Meetings Broadcast: **4**
- 6/16 Hybrid Zone Hearing
- 6/25 Hybrid Special Council Meeting

➢ Events Attended/Promoted: **7**
- 6/9 League of Cities New President Event
- 6/12 Annual Chamber South
- 6/13 Huey Magoo Opening Ceremony
- 6/13 Women Are Veterans Too Summit
- 6/16 Tri-City Hurricane Preparedness Event
- 6/18 Senior Candle Workshop

➢ Baybot User Interactions: **176**

July

- 53 FB/Twitter Postings (including event and meeting postings)
- 10,274 FB Followers
- 91 New FB followers
- 8,095 Instagram Followers
- 292 New IG Followers
- 8,741 Email Subscribers
- 10 Videos Produced
- SAVE Video
- Gun Safety Video
- Mayor Message Independence Day
- Mayor Clocks In Chik-fil-A
- Gun Safety Reel

- Sunset Eats Reel
- Sunset Eats Reel 2
- National Night Out Reel
- Summer Camp Highlight Reel
- Tennis Camp Recap Reel
- Budget Workshop Project

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 7/05 Village Vibes
  - 7/19 Village Vibes
- 13 Promotional/Informational Campaigns – **22 Posts**
  - Save Video – 2
  - Gun Safety Campaign – 2
  - Parks and Rec Appreciation – 4
  - Business Improvement Grant – 1
  - Sunset Eats – 3
  - Self Defense Class – 1
  - Garden Workshop – 2
  - Blood Donation – 1
  - Looking or Artist – 1
  - Legacy Brick – 1
  - National Night Out – 3
  - Sheriff Kerr County Donation – 1
  - Back to School no Tax - 1
  - BeStrong Backpack Donation - 1
- Meetings Broadcast: **3**
  - 7/21 Hybrid Zone Hearing
  - 7/07 Hybrid Regular Council Meeting
  - 7/30 Budget Workshop
- Events Attended/Promoted: **7**
  - 7/1 Mayor visits Summer Camp
  - 7/17 Mayor visits Artsouth Summer camp
  - 7/25 Chamber South Event
  - 7/28 Mayor visits Discovery Camp
  - 7/29 Kia Kidz
- Baybot User Interactions: **152**

GRANTS

June

- New Grant Applications (1)
  - Safe Streets for All FY 2025 – Demonstration Grant
- Closed Grants (0)
- Grants Approved (0)

- Active Grants (14)
  - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP) – closeout package in review by agency
  - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – closeout package in review by agency
  - Florida Recovery Obligation Calculation (F-ROC) – 2025 disaster season documents completed
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – reimbursement 2 in review by agency
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation)
  - Sub-Basin 57/96 (State Appropriation)
  - Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – pending request for reimbursement
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – period of performance extension in review
  - Transportation Planning Organization – Multimodal Transportation Master Plan – reimbursement 2 pending
  - Justice Assistance Grant – Stop the Bleed training supplies – all items received, closeout anticipated August 2025
  - Senior Assistance for Veterinary Emergencies (SAVE) Council Program – collaborating with Finance during program duration
  - Pre-Award Process – Veterans Park Phase 1 Appropriation – pre-award application submitted
  - Pre-Award Process – Sub-basin 12 Stormwater Quality Improvement - pre-award application submitted

July

- New Grant Applications (1)
  - Florida Recovery Obligation Calculation (F-ROC) 2026 - participation form submitted, preparing Abatement Activities for Finance and Public Service review

- Closed Grants (0)

- Grants Approved (0)

- Active Grants (15)

  - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP) – *final reimbursement received, closeout confirmation pending from agency*
  - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – *closeout package in review by agency*
  - Florida Recovery Obligation Calculation (F-ROC) – *2025 disaster season documents completed*
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – *reimbursement 2 in review by agency*
  - Sub-Basin 43 (State Appropriation)

- Sub-Basin 44 (State Appropriation)
- Sub-Basin 57/96 (State Appropriation)
- Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – *pending request for reimbursement*
- Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – *period of performance extension approved*
- Transportation Planning Organization – Multimodal Transportation Master Plan – *reimbursement 2 pending*
- Justice Assistance Grant – Stop the Bleed training supplies – *all items received, closeout anticipated August 2025*
- Senior Assistance for Veterinary Emergencies (SAVE) Council Program – *collaborating with Finance during program duration*
- Palmetto Bay "Adopt-A-Pet" Council Program – *collaborating with Communications and Finance in preparation for launch and resident participation*
- *Pre-Award Process* – Veterans Park Phase 1 Appropriation – *pre-award application submitted*
- *Pre-Award Process* – Sub-basin 12 Stormwater Quality Improvement - *pre-award application submitted*

PARKS & RECREATION

June

Palmetto Bay Park

- Ballet at the Park Summer Camp Week of July 28, 2025
- Ballet at the Park: Friday Adult and Private Lessons 12pm – 6pm
- I9 Sports: on Saturdays and Sundays 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Bay Lions Soccer Club: Tuesday, Thursdays & Friday 4pm-6pm
- Travel Softball: Stingrays: Monday/Friday 4pm, 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Senior's Day Out at the Movies: July 17 11-3pm
- Pickleball Reservations: 0
- Total Softball Games: 0
- Total Softball Practices: 88
- Total Pavilion/Rec Room Rentals: 4

Coral Reef Park

- Pickleball Reservations – 0
- Tennis Court Rentals: 1036
- Picnic Areas/Pavilion/Gazebo Rentals: 29
- Baurball Soccer Training, Weekdays 4 - 6pm
- Beast Volleyball Monday, Wednesday and Friday 5 - 6pm: 18
- Palmetto Bay Summer Camp: June 9 – July 25 8am-6pm
- Palmetto Bay Tennis Camp: June 9 – August 8 9am – 12pm

Perrine Community

- 2 Programs
- 12 Waiver
- 2 Rentals

Ludovici Park

- 6 Programs
- 8 Rentals
- 19 Waiver

Thalatta Estate

- 8 Programs
- 18 Photoshoot
- 1 Event
- 9 Waiver

Fee Waivers- Requested and Granted in June - July 2025

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
The Rising Start Foundation	6-20 & 7-3, 2025	9am-11am	Palmetto Bay Park-Pavillion	Meeting	$ 185.00	6/4/2025
The Posse Foundation	Tuesday, 08-19-25	6:30-10pm	Perrine Community House	Recruitment	$ 460.00	7/1/2025
Palmetto Branch Library	Saturday, 07-18-25	9am-3pm	Perrine Community House	Children's Holiday Program	$ 209.05	7/2/2025
CIAM Casa Italia a Miami Corp	Saturday, Jan – Dec 2025	9am –11am	EAF Community Room	Italian Classes for Children	$3,484.00	7/17/2025
FAMU	Saturday, 08-09-25	11am – 1pm	EAF Community Room	Annual Scholarship Award ceremony	$268.00	7/18/2025
Everglades Foundation	Thursday & Friday 7/30 & 31, 2025	7am – 5pm	Thalatta Estate	Teacher Professional Development	$740.00	7/18/2025

2025 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Monday – Friday 4-8pm
- I9 Sports: Saturdays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Off-resumes September
- Bay Lions Soccer Club: Off- resumes mid-July
- Howard Palmetto Baseball Softball Association taking registrations for Fall League; practices through September 25; Games begin September 27, 2025
- Travel Softball: Stingrays, Rock Gold, Lady Canes, SF Contenders: Monday-Friday 6pm & 8pm

Coral Reef Park

- Palmetto bay Soccer season starts: Sept. 2nd 4pm-7pm Games Start Friday, Sept.12th
- Bay Lions Soccer Club season starts August 11th 430p – 7pm (Games are Sundays)
- Junior Team Tennis begins September 20th on Saturdays 9am –3pm
- Howard Palmetto Baseball (T-Ball) Saturdays 830am and 10am, (Games start on September 13th)
- Orange Ball and Green Ball Tennis, Tuesdays and Thursdays, (4pm – 630pm) Starts on September 2nd
- Baurball Soccer Training, Weekdays 4pm – 6pm
- Beast Volleyball –Tuesday, Thursday and Friday; 5-6:30pm
- Phoenix Volleyball Tuesday and Thursdays, 5-6:30pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 5pm-6pm

Perrine Community House

- 3 Programs

Thalatta Estate

- 0 Rental
- 0 Rehearsal
- 4 Photoshoot
- Yoga by the Bay – Sundays, 9:30-10:30am
- Gardening Workshop – Saturday, 9/20/25 at 9:30am
- Senior Glam day – Tuesday, September 16 at 11am
- Garden Club – every fourth Tuesday at 6pm

Ludovici Park

- Cutler Bay Community Theater – Mondays, 6/9- at 7pm
- HOLD – Musicore – first and third Tuesdays of the month and second and forth Thursdays of the month at 3:30-5:30 PM
- Core and Stretch Class – every Wednesday at 10:30am
- VPB Library Teen Advisory – every Wednesday at 4pm
- PBBA Luncheon – first Thursday of the month at 12pm

- HOLD – Salvation Army Board Meeting
- Italian Classes for Kids – every Saturday at 9am
- Dance Workshop – every second and forth Monday of the month at 10:30am
- VPB Library Tai Chi Classes - Tuesday September 9 at 6PM
- VPB Library Adult Book Club - Third Thursday of the month at 3pm
- VPB Library Yoga – Saturday, July 16 at 11am
- Discovery Lab Summer Camp – Monday to Friday at 8am
- Garden Club – fourth Tuesday of the month at 6pm
- Emily's Bridal Shower 9/28/2025

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- 12/13/2024 submittal package for Building Department review
- 4/25 Release ITB
- 6/9 one (1) Bid Received
- Re-bid to be scheduled

Coral Reef Park – Design-Build Recreation Center

- Execution of design-Build Contract with Waypoint Construction January 2024
- Currently under construction
- Expected Date of Completion - December 2025

Coral Reef Park Pineland and The Woods

- Task 4-continue management of rock pineland.
- Prescribed burn: In consultation with Miami Dade's Division of Natural Areas Management regarding readiness and timeline for prescribed burn following amendment to Coral Reef Park Pineland Management Agreement

The Woods

- Working on possible grant opportunity
- Currently developing RFP

Veteran's Park

- 100% Plans Received December 2024
- Kimley Horn Currently working on permits
- RFP for construction of Phase 1 to be Released 2025
- Woody Williams Foundation for the Gold Star families Memorial Monument – Under Contract and ordered

Palmetto Bay Park Scoreboards

- Approval by Village Council – i2 Visual, Inc
- Execute Contract 2/27/2025
- Scoreboards installed 6/2 thru 6/11/2025 – pending inspections and sod replacement
- Posts on Fields 1-5 to be repainted

Palmetto Bay Park – New Mower
- Recently confirmed delivery November 2025

Pickleball Center
- April 7, 2025, Council consideration of unsolicited proposal
- Approved to follow the State Statue 255.065 for the UP process
- Council approved indoor Pickleball Center

Parks Tractor
- Village Council approved February 3, 2025
- Purchase Order issued; New Tractor Delivered to Coral Reef Park

Coral Reef Park Playground Improvements
- 12/9/24 approved by Village Council
- 1/25 processing contract and purchase order
- Installation scheduled to begin October 27, 2025, with completion date of December 19, 2025

Skate Park – Palmetto Bay Park
- Release RFP February 2025
- Pre-submission Meeting 2/18/2025
- Received 2 Proposals on 3/7/2025
- Proposal approved by Village Council 6/2/2025
- Awaiting commitment of start date

Thalatta Enclosed Pavilion Design
- 2/25 Procure a professional consultant for design of enclosed pavilion
- 3/4/2025 On-site meeting with Chisholm Architects
- 3/12/2025 Received Proposal from Chisholm Architects
- Purchase Order and NTP pending with Chisholm Architects
- NTP issued; 40% of Phase 1 completed

Coral Reef and Palmetto Bay Parks Asphalt Trail Rehab
- Invitation to bid issued and five (5) bids received
- Recommended vendor approved by Village Council 6/2/2025
- Execution of contract in progress
- Contract signed; meeting with contractor 8/15/2025 at Palmetto Bay Park

PUBLIC SERVICES

June

- **Freebee Ridership:**

1413 Completed Rides (C.R.)
1663 Total Passengers
Ridership has decreased by -132 C.R since April and decreased by -118 C.R. since May

- **IBus Ridership:**

542 A.M. Route
605 P.M. Route **Total: 1,147 Riders**
Ridership has increased by -286 since April and decreased by -386 since May

- **Facilities Maintenance Division**

155 Open Work Orders – *63 More than April* *-8 less than May*
164 Closed Work Orders – *93 More than April* *41 More than May*

- **Public Works**

3 - Signs Repaired/Installed	*-3 less than April*	*-2 less than May*
0 - Graffiti Removal	*-4 less than April*	*-2 less than May*
4 - Pothole/Shoulder Repairs	*-1 less than April*	*1 more than May*
14.68 - Tons of Debris/Trash Removal	*1.17 more than April*	*0.77 more than May*
83 - Drain Cleaning/Repairs (inlet tops)	*-18 less than April*	*-173 less than May*
1,041 - Linear feet of sidewalks installed	*777 more than April*	*1,041 more than May*
0.00 - Paving Linear ft	*0.00 same as April*	*0.00 same than May*
26 - Sidewalks inspected	*26 more than April*	*26 more than May*
20 - Drainage Inspection	*20 more than April*	*-2 less than May*
47 - Catch Basin	*-4 less than April*	*-4 less than May*
0 - Outfalls	*0 same as April*	*-5 less than May*
2058 - Linear Feet Pipe	*-4267same as April*	*829 more than May*
0 - Canal Cleaning/ Clearing	*0 same as April*	*2 less than May*
0 - Flooding Investigations & Resolutions	*0 less than April*	*-13 less than May*
3 - Complaints Reported to MDC	*-2 same as April*	*-7 less than May*
154 - Trees/Shrub Trimming/Removal	*2 same as April*	*5 more than May*
209 - Tree & Landscaping Inspections	*-128 less than April*	*-41 less than May*

Capital Projects

- Advertised ITB for Drainage Sub Basin 12. Bids are due on Monday June 16th, 2025.
- Complete FY24-25 Sidewalk Replacements.
- Sod installed, roadway restoration for Sub Basin 57/96 complete. Conducted Final Inspection and generated Punch List items for items needing correction. We should have everything complete/Final acceptance in August.
- Continue working on construction of Drainage Sub Basin 44.
- Continue working on SW 174TH Street complete Streets project. Concrete work and Milling & Resurfacing are complete. Light poles scheduled for delivery in August.
- The VPB Building Dept. Started the permitting process for SW 92ND Avenue Complete Streets Project. Have requested shop drawings.
- Advertised ITB for Painting of Village Hall.
- Completed Landscape installation in SW 174TH Street planters.
- Completed SW 82ND Avenue Bike Lanes permitting process with Miami Dade County
- Continue working on PS Parking Lot permitting process with Miami Dade County (RER Requested additional analysis)
- Completed Sub Basin 42 permitting process with Miami Dade County
- Continue working on Sub Basin 39 permitting process with Miami Dade County (RER Requested additional analysis)

Upcoming Projects - September

- Continue working with grant agencies to secure construction funding for Sub
- Items for September Regular Council Meeting include the Design & Permitting of Roadway improvements for SW 168TH Street and SW 87TH Avenue, Completion of Sidewalk Gaps along SW 184TH Street, and Recommendation of Contract award for Drainage Sub Basin 12.
- Review & Implementation of FY24-25 Village wide Traffic Calming Improvements.
- Continue to work with FPL on securing & installing lights near the Intersection of Traffic Circle of SW 168TH Street and SW 82ND Avenue.
- Continue working on construction of Drainage Sub Basin 44.
- Continue working on SW 174TH Street complete Streets project installation of light poles and Punchlist/Final Inspection and Acceptance.
- Issue NTP for construction of SW 92ND Avenue Complete Streets Construction.
- Coordinate/Prepare ITB for Painting of Village Hall.
- For October Regular Council Meeting includes recommendation of award for Village Hall Municipal Center and Public Services Building Exterior Improvements Project.
- Revisit Transit, FDOT grant to cover additional Freebee Vehicles commences.
- Advertise ITB for PS Parking Lot Improvement Project.

July

- **Freebee Ridership:**

1541 Completed Rides (C.R.)
1807 Total Passengers
Ridership has increased by 10 C.R since May and increased by 128 C.R. since June

- **IBus Ridership:**

614 A.M. Route
610 P.M. Route **Total: 1224 Riders**
Ridership has decreased by -309 since May and increased by 77 since June

- **Facilities Maintenance Division**

149 Open Work Orders – *-14 less than May* *-8 less than June*
107 Closed Work Orders – *-16 less than May* *-57 less than June*

- **Public Works**

4 - Signs Repaired/Installed	*-1 less than May*	*1 more than June*
1 - Graffiti Removal	*-1 less than May*	*1 more than June*
3 - Pothole/Shoulder Repairs	*-1 less than May*	*0 same as June*
32.2 - Tons of Debris/Trash Removal	*18.29 more than May*	*17.52 more than June*
80 - Drain Cleaning/Repairs (inlet tops)	*-176 less than May*	*-3 less than June*
905 - Linear feet of sidewalks installed	*905 more than May*	*-136 less than June*
0.00 - Paving Linear ft	*0.00 same as May*	*0.00 same June*

20 - Sidewalks inspected	*20 more than May*	*-6 less than June*
21 - Drainage Inspection	*-1 less than May*	*1 more than June*
26 - Catch Basin	*-25 less than May*	*-21 less than June*
5 - Outfalls	*-1 less than May*	*4 more than June*
2378 - Linear Feet Pipe	*1149 more than May*	*320 more than June*
0 - Canal Cleaning/ Clearing	*-2 less than May*	*0 same as June*
0 - Flooding Investigations & Resolutions	*-13 less than May*	*0 same as June*
3 - Complaints Reported to MDC	*-7 less than May*	*0 same as June*
182 - Trees/Shrub Trimming/Removal	*33 more than May*	*28 more than June*
332 - Tree & Landscaping Inspections	*82 more than May*	*123 more than June*

POLICE

June

- Citizen's Crime Watch of Miami-Dade County Meeting
- 5th Grade Graduation at Coral Reef, Howard Drive and Perrine Elementary Schools
- Southeast Florida Crime Prevention Association Meeting
- Palmetto Bay Summer Campfield trips
- Waffles at Summer Camp
- Hot Dogs at Summer Camp
- DARE Class at Christ Fellowship
- Radkids at Summer Camp
- Rad Women Class
- Summer Camp Officer Friendly Class
- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 2 Commercial Burglaries
    - 0 Residential Burglaries
    - 8 Vehicle Burglaries
    - 1 Robbery
    - 13 Domestic Dispute/Disturbance
    - 4 Baker Acts
    - 63 Crashes

July

- DARE Class at Howard Drive, Coral reef, and Dr. Henry E. Perrine Elementary Schools
- Youth Crime classes at Howard Drive and Coral Reef Elementary Schools
- Bike Safety event at Holy Rosary Saint Richard Catholic Church
- Officer Friendly classes at Howard Drive, Coral Reef, and Dr. Henry E. Perrine Elementary Schools
- Southeast Florida Crime Prevention monthly meeting
- Citizens Crime Watch Meeting

- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 1 Commercial Burglaries
    - 0 Residential Burglaries
    - 5 Vehicle Burglaries
    - 0 Robbery
    - 12 Domestic Dispute/Disturbance
    - 6 Baker Acts
    - 38 Crashes

September Upcoming Events

- Citizen's Crime Watch Meeting
- Palmetto Bay Summer Camp field trips
- Hot Dog Day at the Summer Camp
- Radkids at Summer Camp
- Rad Women Class
- First Aid Training Classes
- Summer camp Officer Friendly class

PLANNING & ZONING

June

2025 Budgeted Projects

- Building Division Software
    - Building Permit and Inspection software building is underway. Expected to launch 2025.
- Building Division
    - Received 262 permits applications.
    - 263 residents and contractors visited the Division.
    - Inspections completed:
        - Building: 723
        - Mechanical: 40
        - Electrical: 132
        - Plumbing: 61
        - Zoning: 94

Total: 1050

Reviews, Applications, and Public Meetings

- Comprehensive Plan Update

- Comprehensive Plan update approved by Mayor and Council on May 19. Transmitted to the state and other reviewing agencies on June 2, 2025 (under review).

- Administrative Variance Applications received:
  - AV-25-005 15301 SW 82nd Avenue (rear setback for addition)

- Administrative Site Plan Review Applications Received:
  - None

- Zoning Verification Letter
  - 2 Completed

- Zoning Hearing Applications Received:
  - None

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 98
  - Planning and Zoning Inspections: 94

- Business Tax:
  - Renewals: 30
  - New Certificate of Use and Business Tax: 7

- GOGov Permits:
  - Garage Sale: 19
  - Real Estate Banner: 0
  - Solicitation: 1
  - Special Event Banner: 1
  - Business Improvements Grants: 0

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 48
  - Close Cases: 30
  - Citations Issued: 12
  - Special Master cases: 21

Upcoming Events

- July 15, 2025, Special Master Hearing
- July 21, 2025, Zoning Hearing

July

2025 Budgeted Projects

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

- Building Division
  - Received 249 permits applications.
  - 195 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 685
    - Mechanical: 32
    - Electrical: 118
    - Plumbing: 82
    - Zoning: 102

Total: 1019

- Comprehensive Plan Update
  - Comprehensive Plan approval by the state received as of July 18th, 2025, and is effective

- Administrative Variance Applications received:
  - AV-25-005 15301 SW 82nd Avenue (rear setback for addition)
  - AV-25-006 8340 SW 164 St (Driveway)

- Administrative Site Plan Review Applications Received:
  - None

- Zoning Verification Letter
  - ZVL-25-011 (9016 SW 152 Street)
  - ZVL-25-012 (9500 SW 180 Street)
  - ZVL-25-014 (16350 SW 87 Place)
  - ZVL-25-015 (8725 SW 152 Street)

- Zoning Hearing Applications Received:
  - RZ-25-001 (17391 SW 92 Court)
  - PL-25-003 (8540 SW 174 Street)

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 251
  - Planning and Zoning Inspections: 102

- Business Tax:
  - Renewals: 30
  - New Certificate of Use and Business Tax: 7

- GOGov Permits:
  - Garage Sale: 20
  - Real Estate Banner: 0

- Solicitation: 0
- Special Event Banner: 2
- Business Improvements Grants: 0

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 61
  - Close Cases: 57
  - Citations Issued: 16
  - Special Master cases: 17

Upcoming Events

- September 15, 2025, Zoning Hearing
- September 16, 2025, Special Master Hearing

Sustainability and Resiliency

June

- CRS
  - Progress Report meeting held on June 10th, 2025
  - Working with WSP on reducing rank from #5 -> #4
  - Reconvening quarterly Floodplain Management Plan Committee meetings July 17, 2025

- Resilience Action Plan
  - Final Vulnerability Assessment to be completed and presented to Council for approval in July 2025, Regular Council Meeting
  - Pending Council presentation and approval

- VPB Gold Star Family Memorial Monument Committee
  - Next meeting taking place: Wednesday, July 9th, 2025
  - Samples under consideration:







- AIPP
  - Drafting Call to Artist #2 for SW 152 Street & Old Cutler Road Traffic Circle
  - Call will include feedback from Village Council from May 2025 COW and June 2nd Regular Council Meeting in addition to AIPP suggestions
  - Miami-Dade County AIPP Program Department of Cultural Affairs will be moving forward with the decommissioning of the CRP art piece "Family Games"; August committee meeting will be voting on this item, and we hope to receive updates at the end of August 2025

- Village Hall Solar Panels
  - Meeting with IT to discuss display settings for front desk area

- Resiliency Committee
  - Next meeting: Thursday, October 30, 2025; Members wishing to have a September meeting instead
  - Working with Committee to create educational videos on social media with help from Communications

- Recycling Drive
  - Fall Recycling Drive-Thru date scheduled: Saturday, November 8th, 2025, 10am-1pm

- Plastics Challenge
  - Current count: 57lbs.
  - Lbs. Needed to Go to Reach Goal of Park Bench: 943

July

- CRS
  - Working with WSP on reducing rank from #5 -> #4

- Resilience Action Plan
  - Working with Grants to apply for stormwater pocket parks acquisition
  - Objective from Resilience Action Plan was to acquire land for stormwater pocket parks for green and blue infrastructure including rain gardens or “swales,” trees, and permeable materials like gravel and shells.

- VPB Gold Star Family Memorial Monument Committee
  - Held meeting Wednesday, July 9th, 2025; went over various options for designs.
  - Communications is working on another design to incorporate more Bay photos within the Village.

  - Samples under consideration:

    - 

    - 

    - 

- AIPP
  - Last AIPP Meeting was held on July 10th, 2025; AIPP Board actively reviewing the draft Call to Artist #2 for SW 152 Street & Old Cutler Road Traffic Circle
  - Miami-Dade County AIPP Program Department of Cultural Affairs will be moving forward with the decommissioning of the CRP art piece "Family Games"; August committee meeting will be voting on this item, and we hope to receive updates at the end of August 2025
  - Next AIPP Board meeting will be held on September 11th, 2025

- Village Hall Solar Panels
  - Meeting with IT to discuss display settings for front desk area

- Resiliency Committee
  - Next meeting: Thursday, September 18th, 2025
  - Working with Committee to create educational videos on social media with help from Communications

- Recycling Drive
  - Fall Recycling Drive-Thru date scheduled: Saturday, November 8th, 2025, 10am-1pm
  - New service added: medical waste

- Plastics Challenge
  - Current count: 68lbs.
  - Lbs. Needed to Go to Reach Goal of Park Bench: 932

- Village Hall Butterfly Garden
  - Phase #1 nearly complete
  - Pump station at Village Hall 100% up & running
  - Phase #2 (entire Village Hall irrigation system repair and replacement) takes place FY25



AGENDA ITEM NO. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Police Commander Report
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:
Attorney Report July 2025

ATTORNEY REPORT

JULY- AUGUST 2025

1. Review all Motions, Order and Ordinance re: Village Center
2. Amend Clerk's and Mayor's Affidavits for Luxcom litigation re: Records Request
3. Prepare/Review/Amend All Legislation and Zoning Ordinances
4. Review all PRRs for attorney-client privilege
5. Memo to Council re: Pickleball Management Agreement
6. Memo to Council re: Procedures for Cody Settlement Item
7. Review/Amend Conditions for Live Local Act Covenant
8. Review County and State Ethics Rules for Elected Officials
9. Memo: Florida Statute re: Gas Station Signage
10. Review/Amend Diadem Management Agreement
11. Retain Independent Counsel re: Cody-Merwitzer PRRs
12. Review and Issue Opinion re: Foundation Mtg. Cancellation
13. Review VPB Order of Dismissal for Cody v. Merwitzer and VBP Case
14. Review Section 177.071, Florida Statutes re: Platting Requirements
15. Review Sections 30-10.4 and 30-50.2 re: Non-Conforming Use Expansion
16. PRR Letters to Require Compliance from prior council/lobbyist
17. Review and advise re: County Code 2-11.1 Financial Disclosures
18. Review Termination Provision of the Woods' Lease
19. Review Florida Ethics Commission Denial of Compliant
20. Write Plat Ordinance Amendment
21. Write Variance Schedule "A" Ordinance

AGENDA ITEM NO. 6.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Litigation Expenses
SUGGESTED ACTION:	

ATTACHMENTS:
Litigation Expenses to Date

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303428

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-7 Yacht Club by Luxcom, LLC - Challenge Marine Operating Permit

For Professional Services Rendered

Date		Services	Hours	Amount
06/03/25	jjq	Conference Concerning Environmental Issues Re Proposed Dredging By Luxcom	0.30	93.75
06/03/25	eom	Confer And Correspond Regarding Status Of Each EQCB Proceedings And Upcoming Executive Session	0.20	62.50
06/06/25	jjq	Conference Concerning EQCB Items And Manatee Protection Plan Matters	0.40	125.20
06/10/25	eom	Follow Up Call And Correspondence With County DERM Staff Re Remediation Section's Requirement For Further Site Analysis; Follow Up Call And Correspondence With Expert Consultant, Mr. Workman, Re Same	0.40	125.00
06/11/25	eom	Confer And Correspond With Consultant, Mr. Workman, Re Upcoming Meeting With DERM Staff, Mr. Mayorga	0.20	62.50
06/11/25	eom	Confer And Correspond in Advance of Executive Session	0.20	62.50
06/12/25	eom	Prepare For And Attend Meeting With DERM Section Chief, Mr. Mayorga, Re Status of Contamination And Pending Appeal Re Dust Control Plan	1.00	312.50
06/12/25	eom	Follow Up Call And Correspondence With Expert Consultant Re Outcome of Meeting With Mayorga/Next Steps	0.20	62.50
06/17/25	jjq	Conference Concerning Strategy Re County's Proposed Revised Manatee Protection Plan	0.30	93.75
06/17/25	eom	Meeting With Biologist From Save The Manatees Re Coordination Re Draft MPP And County Negotiations	0.50	156.25
06/17/25	eom	Review County's Proposed Edits to Manatee Protection Plan	1.00	312.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/18/25	jjq	Review And Analyze County's Proposed Updated Manatee Protection Plan	0.50	156.25
06/18/25	jjq	Conference Concerning Strategy Re County's Proposed Updated Manatee Protection Plan	0.30	93.75
06/18/25	eom	Correspond With Mr. Dellagloria Re County's Proposed Amendments to Manatee Protection Plan And Deadline For Submitting Public Comment	0.20	62.50
06/18/25	eom	Conference Call With Save The Manatees Biologist Re County's Proposed Change to Manatee Protection Plan	0.80	250.00
06/18/25	eom	Correspond With Save The Manatees Biologist Re Cutler Power Plant's History	0.30	93.75
06/18/25	eom	Start Drafting Public Comment To County's Amendments to Manatee Protection Plan	1.30	406.25
06/24/25	eom	Follow Up With County Re Amendments to Manatee Protection Plan; Follow Up With Save the Manatees Re The Same; Resume Outline of Comments To Draft Plan	1.60	500.00
06/24/25	eom	Follow Up With DERM Remediation Chief, Mr. Mayorga, Re Appeal Re Dust Control Plan	0.20	62.50
06/26/25	jjq	Conference Concerning Strategy Re County's EQCB Settlement Overtures	0.30	93.75
06/26/25	csf	Develop Strategy Concerning Settlement	0.20	62.50
06/26/25	eom	Review County Public Records of Public Comments to Proposed Protection Plan Amendment	2.00	625.00
06/26/25	eom	Confer And Correspond With County Attorney Re Settlement Re EQCB Issue	0.20	62.50
06/26/25	eom	Follow Up With Save The Manatees Re Participation in EQCB; Amended MPP	0.20	62.50
06/26/25	eom	Follow Up Calls & Correspond With County Staff Re Public Records Request Re Amended Manatee Protection Plan	0.20	62.50
06/27/25	eom	Review Save The Manatees Comments To County's New Plan; Correspond Re Same	0.40	125.00
06/30/25	csf	Telephone Conference With Opposing Counsel And Analyze Legal Issues Re EQCB Hearing	0.60	187.50
06/30/25	jjq	Conference Concerning Upcoming EQCB Hearing	0.30	93.90
06/30/25	jjq	Communicate With Client Re EQCB Strategy	0.20	62.50
06/30/25	jjq	Communicate With Mr. Workman Re EQCB Matters	0.20	62.50
06/30/25	eom	Review Agenda For EQCB Hearing; Confer And Correspond With County RE Intentions For EQCB; Follow Up With Staff And County Attorney Re Settlement Discussions; Confer And Correspond Internally Re Mediation And Potential Effort By Developer To Seek Continuance of EQCB Hearing	1.50	468.75
Total Professional Services			**16.20**	**$5,062.85**

For Disbursements Incurred

Date	Description	Amount
05/08/25	Federal Express 04/11/25 Fed Ex Recipient: Tiare Fridrich;Check#103500-20250512 - Federal Express Corporation	20.32
	Westlaw Research	1.19
Total Disbursements Incurred		**$21.51**

Invoice Summary

For Professional Services	5,062.85
For Disbursements Incurred	21.51
Total this Invoice	**$5,084.36**
Past Due Balance	**$4,031.25**
Total Balance Due	**$9,115.61**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

OK
JCD
7-5-25

purpose

Formerly Cobra Legal Solutions

INVOICE #15087

Invoice Date	June 30, 2025
Payment Terms	Net 30

Bill To	**Remit To**
Village of Palmetto Bay Eric Machado 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Cobra Legal Solutions, LLC DBA Purpose Legal P.O Box 670634 Dallas, TX 75267-0634

Matter Name	**Matter Number**
Luxcom v Village of Palmetto	Luxom

Qty	Description	Rate	Amount
6.30 Hrs	Forensic Project Management	$185.00	$1,165.50
2.00 Hrs	Forensic Data Processing, Searching & Reporting	$295.00	$590.00
1	Forensic Media	$202.98	$202.98
1	Shipping Costs	$77.69	$77.69
15.70 Hrs	Project Management	$175.00	$2,747.50
0.50 Hrs	Technical Time	$175.00	$87.50
0.82 GB	Promotion to Review Platform (Out)	$75.00	$61.50
1.18 GB	Ingestion/ECA (In)	$25.00	$29.50
5.80 Hrs	Project Management	$185.00	$1,073.00
47.00 GB	Everlaw Database Storage - Case Suspension ($5/GB)	$5.00	$235.00
43.00 GB	TIFF Production & Native Production	$185.00	$7,955.00
7	User License	$148.00	$1,036.00
144.74 GB	Relativity ECA Database Storage	$4.00	$578.96
253.48 GB	Relativity Database Storage	$8.00	$2,027.84
		Total Invoice	$17,867.97

	Amount	
	Sales Tax	$0.00
	Balance Due	**$17,867.97**

DK
JCS
7-9-25

Please send the remittance details/billing inquiries to: billing@purposelegal.io

Wire/ACH transfer is the preferred payment method.

Cobra Legal Solutions, LLC DBA Purpose Legal
Comerica Bank
Account #: 1883294686
Routing #: 111000753

OK
SD 7-4-25

INVOICE

Lehtinen Schultz PLLC
1200 Brickell Avenue, Suite 507
Miami, FL 33131
Phone: 305.760.8544

Invoice # 6314
Date: 07/01/2025
Due On: 07/31/2025

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

26401.013

Village of Palmetto Bay: Litigation

Services

Type	Date	Attorney	Description	Quantity	Rate	Total
Legal Svc	06/10/2025	CR	Prepare for and attend court hearing; email to client; review evidence re car.	1.80	$220.00	$396.00
Legal Svc	06/13/2025	CR	Wen Liu; confer with A.White re recent photos; review photos of nonfunctional vehicle.	0.30	$220.00	$66.00
Legal Svc	06/27/2025	CR	Emails to/from K.Duvall; review proposed settlement documents; tel call to JDG.	1.00	$220.00	$220.00
Legal Svc	07/01/2025	CR	17777 Old Cutler v. Palmetto Bay; prepare for and attend hearing on various motions; various emails related thereto; review final resolution and motions.	0.70	$220.00	$154.00
				Services Subtotal		**$836.00**

Expenses

Type	Date	Attorney	Description	Quantity	Rate	Total
Expense	06/25/2025	SD	Veritext Inv. 8422075 Court Reporting Services for June 10, 2025 Hearing .	1.00	$310.00	$310.00
				Expenses Subtotal		**$310.00**

Time Keeper	Quantity	Rate	Total
Claudio Riedi	3.8	$220.00	$836.00
		Subtotal	**$1,146.00**

Total **$1,146.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6314	07/31/2025	$1,146.00	$0.00	$1,146.00
			Outstanding Balance	**$1,146.00**
			Total Amount Outstanding	**$1,146.00**

OK
JLD
7-4-25

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION
EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303425

CLIENT: 2210 - Village of Palmetto Bay
Re: 006 Special Counsel For Litigation Matters

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	jjq	Communications With Client Re Village Center Opinion And Proposed Settlement	0.40	125.00
06/05/25	jjq	Communicate With Client Re Pickleball Court Item	0.20	62.60
06/06/25	jjq	Review And Analyze Dan Paul Amendment And Management Agreement Items; Conference Re Same; Communicate With Client Re Same	0.70	218.75
06/10/25	jjq	Communicate With Client Re Pickleball Management Agreement	0.20	62.50
Total Professional Services			**1.50**	**$468.85**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	36.26
Total Disbursements Incurred		**$36.26**

Invoice Summary

For Professional Services	468.85
For Disbursements Incurred	36.26
Total this Invoice	**$505.11**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367

PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

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EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303427

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-3 Yacht Club by Luxcom - Opposition to County Class Permit I

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/03/25	sh	Review And Analyze DERM Records	0.20	62.50
06/04/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/05/25	sh	Review And Analyze DERM Records	0.20	62.50
06/06/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/09/25	sh	Review And Analyze DERM Records	0.20	62.50
06/10/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.30	93.75
06/11/25	sh	Review And Analyze DERM Records	0.20	62.50
06/12/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/13/25	sh	Review And Analyze DERM Records	0.20	62.50
06/16/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/17/25	sh	Review And Analyze DERM Records	0.20	62.50
06/18/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/19/25	sh	Review And Analyze DERM Records	0.20	62.50
06/20/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/23/25	sh	Review And Analyze DERM Records	0.20	62.50
06/24/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/25/25	sh	Review And Analyze DERM Records	0.20	62.50
06/26/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/27/25	sh	Review And Analyze DERM Records	0.20	62.50
06/30/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
Total Professional Services			**4.30**	**$1,343.75**

Invoice Summary

For Professional Services	1,343.75
For Disbursements Incurred	0.00
Total this Invoice	**$1,343.75**
Past Due Balance	**$1,375.00**
Total Balance Due	**$2,718.75**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

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Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303426

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-1 Yacht Club at Luxcom -- Bert Harris Claim

For Professional Services Rendered

Date		Services	Hours	Amount
06/01/25	jjq	Preparation For Executive Session	0.90	281.70
06/02/25	jjq	Conference Concerning Executive Session And Document Analysis	0.30	93.90
06/02/25	jjq	Prepare For And Attend Executive Session	2.10	657.30
06/02/25	jjq	Communicate With Client Re Third Request For Production	0.20	62.50
06/02/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	3.20	1,000.00
06/02/25	pdw	Prepare For And Attend Executive Session Of Village Council	2.40	750.00
06/02/25	ag	Prepare For And Attend The Executive Session	4.50	1,406.25
06/03/25	jjq	Communicate With Client Re June 16, 2025 Executive Session	0.20	62.50
06/03/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.40	1,375.00
06/03/25	tv	Teams Meeting With Mr. Gangl Re Document Coding Issues	0.30	93.75
06/03/25	jbg	Analyze Documents In Furtherance Of Discovery (1075+)	2.20	687.50
06/04/25	jjq	Conference Concerning Follow Up Executive Session Items	0.30	93.75
06/04/25	jjq	Communicate With Client Re Follow Up Executive Session	0.20	62.50
06/04/25	jjq	Communications With Client Re Third Request For Production	0.50	156.25
06/04/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.50	1,718.75
06/04/25	ag	Review 1,700+ Documents	5.10	1,593.75
06/05/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.00	1,562.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/05/25	jjq	Communicate With Client Re Executive Session	0.20	62.60
06/05/25	jjq	Communicate With Client Re Luxcom Development Plan	0.30	93.90
06/05/25	jjq	Conference Concerning Document Production And Analysis Items	0.30	93.90
06/05/25	ag	Reviewed 2k+ Docs	1.90	593.75
06/06/25	tv	Review And Analyze Harvested Documents Pursuant To The Court's Discovery Order	3.00	937.50
06/06/25	jjq	Conference With Client Re Litigation And Environmental Issues	1.00	313.00
06/06/25	ag	Attend Meeting with Mayor Cunningham Re Proposed Settlement	0.90	281.25
06/06/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.70	1,781.25
06/06/25	alg1	Review and Analyze Documents As Necessary to Complete Production Set In Response to Plaintiff's Requests for Production.	1.70	531.25
06/06/25	jbg	Analyze Documents In Furtherance Of Discovery (150+)	1.20	375.00
06/06/25	eom	Prepare For And Attend Meeting With Elected Official Re Litigation And EQCB Matters; Prior to Meeting; Confer With Mr. Quick Re Status of Litigation	1.00	312.50
06/07/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.80	1,500.00
06/07/25	tv	Review And Analyze Harvested Documents Pursuant To The Court's Discovery Order	1.70	531.25
06/07/25	jj	Review Email Documentation In Connection With Request For Productions	1.60	500.00
06/07/25	jbg	Analyze Documents In Furtherance Of Discovery (65+)	0.40	125.00
06/09/25	pdw	Review And Evaluate Communications From Opposing Counsel Regarding The Status Of Producing Documents	0.20	62.50
06/09/25	jjq	Communicate With Client Re Executive Session	0.20	62.50
06/09/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.00	1,250.00
06/10/25	sh	Conference Regarding Finalizing Review Of Documents; Review And Analyze Documents	2.00	625.00
06/10/25	alg1	Review and Analyze Documents As Necessary to Complete Production Set In Response to Plaintiff's Requests for Production.	2.90	906.25
06/10/25	jjq	Communicate With Client Re Case Management Conference	0.20	62.50
06/10/25	tv	Address Issues Re To June 11, 2025 Case Management Conference; Consider Strategy Re Same	1.10	343.75
06/10/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.60	1,437.50
06/10/25	ag	Prepare For Case Management Conference Before Judge Watson On The Status Of Discovery	1.20	375.00
06/10/25	jj	Review Email Documentation In Connection With Request For Productions; Finalize First Tier Review Of Documents	3.00	937.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/11/25	jjq	Conference Concerning Strategy Re Case Management Hearing	0.30	93.75
06/11/25	tv	Prepare For And Attend Case Management Conference	3.50	1,093.75
06/11/25	tv	Post Hearing Strategy Conferences To Address Course Of Action Going Forward	1.60	500.00
06/11/25	pdw	Prepare For And Attend Case Status Conference On Discovery Motions And Orders	3.20	1,000.00
06/11/25	ag	Prepare For And Attend Case Management Conference	1.50	468.75
06/11/25	jjq	Communicate With Client Re Post-Hearing Matters	0.20	62.50
06/11/25	jjq	Conference Concerning Post-Case Management Conference Strategy	0.50	156.25
06/11/25	tv	Teams Conference Call With Mr. Swoyer Re Status Update And Privilege Log	0.30	93.75
06/11/25	pdw	Meeting With ESI Consultants Regarding Second Tier Review Of Harvested Documents	0.50	156.25
06/11/25	pdw	Review And Evaluate Post-Hearing Filings Made For Counsel For Luxcom	0.50	156.25
06/11/25	ag	Confer With The ESI Vendor Re Production	0.20	62.50
06/12/25	tv	Review Transcript Of June 11, 2025 Case Management Conference And Post Hearing Filings By Plaintiff's Counsel, Mr. Diaz	0.40	125.00
06/12/25	tv	Receive And Review Correspondence To And From Purpose Legal Addressing Documents For Second Tier Review	0.20	62.50
06/12/25	pdw	Review And Analyze Transcript From Case Status Conference Regarding Outstanding Discovery Issues	1.00	312.50
06/12/25	tv	Strategy Conferences Re Second Tier Review Of Responsive Documents; Continue Working Toward Completion Of Second Tier Review	1.70	531.25
06/12/25	ebr	Internal Meeting Re Strategy For Second Tier Document Review	0.80	250.00
06/12/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	7.00	2,187.50
06/12/25	ebr	Second Tier Review Of Documents Produced	4.50	1,406.25
06/12/25	tv	Receive And Review Plaintiff's Notice Of Filing Communications With The Village's Counsel	0.30	93.75
06/12/25	pdw	Review And Analyze Process For Completing Second Tier Review Of Responsive Documents Pursuant To Court's Discovery Order	1.40	437.50
06/12/25	tv	Call With Purpose Legal Re Discovery; Receive And Review Correspondence Re Same	0.70	218.75
06/12/25	jjq	Conference Concerning Strategy Re Potential Response To Assertions During Case Management Conference	0.30	93.75
06/12/25	jjq	Communicate With Client Re Post-Case Management Conference Strategy	0.20	62.50
06/12/25	pdw	Review And Perform Second Tier Review Of Harvested Documents Pursuant To Discovery Order	2.80	875.00
06/12/25	ag	Review And Respond To Opposing Counsel Re Depositions	0.20	62.50
06/12/25	ag	Draft/Revise The Motion To Disqualify The Honorable Robert T. Watson	2.10	656.25

For Professional Services Rendered

Date		Services	Hours	Amount
06/12/25	ag	Draft/Revise Affidavit In Support Of The Motion To Disqualify The Judge	0.30	93.75
06/12/25	ag	Research Re The Motion To Disqualify The Judge	1.10	343.75
06/12/25	ag	Meeting With Associates Re Status Of Document Review	0.50	156.25
06/12/25	ag	Meeting With ESI Consultant Re Ongoing Document Review And Organization	0.30	93.75
06/12/25	ag	Meet With The Client For Updates On The Various Depositions Taken To-Date	0.30	93.75
06/12/25	ag	Draft Instructions To The Associates On Document Review	0.20	62.50
06/12/25	jj	Review Email Documentation In Connection With Request For Productions	2.20	687.50
06/12/25	jj	Attend Conference Regarding Second Tier Document Review	0.90	281.25
06/13/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	1.20	375.00
06/13/25	ebr	Continued Second Tier Review Of Documents For Production	14.30	4,468.75
06/13/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	5.60	1,750.00
06/13/25	ag	Review Procedure For Motion To Disqualify To Assure All Aspects Of The Motion Are In Compliance	0.30	93.75
06/13/25	ag	Revise The Affidavit In Support Of The Motion To Disqualify	0.40	125.00
06/13/25	ag	Additional Research On The Motion To Disqualify	0.50	156.25
06/13/25	jjq	Conference Concerning Strategy Re Motion To Disqualify	0.30	93.75
06/13/25	jjq	Communications With Client Re Motion To Disqualify	0.30	93.75
06/13/25	ag	Review Conferral Requirements And Draft Correspondence To Mr. Diaz Re The Motion To Disqualify	0.20	62.50
06/13/25	jjq	Preparation For Executive Session	0.80	250.00
06/13/25	pdw	Review And Evaluate Revised Motion To Disqualify The Judge	0.60	187.50
06/13/25	pdw	Conduct Second Tier Review Of Documents Pursuant To Court's Discovery Order	5.40	1,687.50
06/13/25	jj	Review Email Documentation In Connection With Request For Productions	2.80	875.00
06/14/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	8.40	2,625.00
06/14/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	4.60	1,437.50
06/14/25	ebr	Continued Second Tier Review Of Documents For Production	8.10	2,531.25
06/14/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	5.80	1,812.50
06/14/25	jjq	Communications With Client Re Case Management Conference, Motion To Disqualify, And Executive Session	0.30	93.90
06/14/25	jjq	Review And Analyze Luxcom's Response To Motion To Disqualify	0.20	62.60
06/14/25	ag	Review 200+ Documents For Second Tier Review	3.60	1,125.00

For Professional Services Rendered

Date		Services	Hours	Amount
06/14/25	jj	Review Email Documentation In Connection With Request For Productions; Attend Conference Re Same	4.60	1,437.50
06/15/25	ebr	Continued Second Tier Review Of Documents For Production	4.80	1,500.00
06/15/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	3.60	1,125.00
06/15/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	3.50	1,093.75
06/15/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	3.10	968.75
06/16/25	tv	Receive And Review Correspondence From The Court Re Submissions Post Case Management Conference	0.30	93.75
06/16/25	jjq	Review And Analyze Case File To Respond To Client Inquiries	0.50	156.25
06/16/25	tv	Address Issues Re PageVault Documents And Second Tier Review Of Remaining Documents	1.60	500.00
06/16/25	jjq	Conference Concerning Executive Session Matters	0.50	156.25
06/16/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	2.00	625.00
06/16/25	jjq	Prepare For And Attend Executive Session	2.70	845.10
06/16/25	pdw	Prepare For And Attend Executive Session Regarding Status Of Case And Potential Settlement With Luxcom	2.60	812.50
06/16/25	ag	Prepare For And Attend Executive Session	4.90	1,531.25
06/16/25	eom	Prepare For And Attend Executive Session	3.50	1,093.75
06/17/25	ag	Review And Respond To Correspondence From Judge Watson Re Motion To Disqualify	0.20	62.50
06/17/25	jjq	Communicate With Client Re Potential Mediation Matters	0.20	62.50
06/18/25	jjq	Review And Analyze Order On Motion To Disqualify	0.20	62.50
06/18/25	tv	Receive And Review Order Following Case Management Conference	0.20	62.50
06/18/25	pdw	Review And Evaluate Court's Order Denying Motion For Disqualification	0.30	93.75
06/18/25	pdw	Review And Evaluate Court's Discovery Order	0.30	93.75
06/18/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	3.80	1,187.50
06/18/25	jjq	Review And Analyze Case Management Conference Discovery Order; Communicate With Client Re Same	0.20	62.60
06/18/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/18/25	egg	Review And Analyze Motion To Disqualify Trial Judge And Key Cases Therein	0.80	250.00
06/19/25	pdw	Review And Analyze Potential Appeal Of Court's Denial Of Motions To Disqualify	0.60	187.50
06/19/25	egg	Conference Concerning Strategy Re Possible Petition For Writ Of Prohibition Re Disqualification Of Judge	0.50	156.25
06/19/25	pdw	Prepare For And Attend Meeting With Counsel For Luxcom Regarding Proposal For Mediating The Case	1.30	406.25
06/19/25	ag	Teleconference With Opposing Counsel Re Mediation	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
06/19/25	jjq	Conference Concerning Discovery And Litigation Strategy	0.60	187.80
06/19/25	jjq	Communications With Mr. Diaz Re Potential Mediation	1.10	344.30
06/19/25	jjq	Conference Concerning Potential Mediation Matters After Discussion With Opposing Counsel	0.40	125.20
06/19/25	jjq	Research Concerning Legality Of Mediation Requests Made By Plaintiff, And Potential Alternatives	0.70	219.10
06/20/25	pdw	Prepare For And Attend Meeting Regarding Discussions With Counsel For Luxcom Concerning Potential Mediation	0.70	218.75
06/20/25	jjq	Conferences With Client Re Potential Mediation And Strategy	0.80	250.00
06/20/25	pdw	Meeting With Purpose Legal Regarding Next Step For Production Of Documents Pursuant To Court Order	0.80	250.00
06/20/25	ag	Meeting With The Village Attorney Re Mediation	0.40	125.00
06/20/25	ag	Confer With ESI Consultant Re Producing The Document And Follow Up Correspondence Re Same	0.70	218.75
06/20/25	ag	Continue Reviewing Documents	0.50	156.25
06/20/25	egg	Conference Concerning Forthcoming Executive Session And Cost Of Petition	0.20	62.60
06/21/25	jjq	Conference Concerning Potential Mediators	0.30	93.90
06/21/25	pdw	Review And Analyze Harvested Documents Marked Privileged Pursuant To Court's Discovery Order	3.80	1,187.50
06/22/25	jjq	Communicate With Client Re Potential Executive Session	0.20	62.60
06/23/25	ag	Finalize Second Tier Review Of 49+ Docs And Families	1.80	562.50
06/23/25	tv	Review Status Of Mediation Discussions With Plaintiff's Counsel And Determine Course Of Action Moving Forward, Including Addressing Plaintiff's Responses To The Village's Discovery Requests	0.50	156.25
06/23/25	pdw	Review And Analyze Luxcom's Third Request For Production In Regard To Potential Duplication With Its Previous Requests For Production	0.60	187.50
06/23/25	pdw	Meeting With EIS Consultant Regarding Status Of Harvested And Review Documents Pursuant To Finalizing Documents And Privilege Log For Production To Opposing Counsel	0.50	156.25
06/23/25	ag	Doc review	8.10	2,531.25
06/23/25	jjq	Conference Concerning Potential Issues For Continued Executive Session	0.30	93.90
06/24/25	ag	Finalize Document Review And Correspond With ESI Consultant On Document Production	1.40	437.50
06/24/25	jjq	Communications With Client Re Public Records Matters	0.20	62.50
06/24/25	tv	Review Correspondence To And From Purpose Legal Re Production; Review Next Steps Going Forward In Compliance With The Court's Latest Ruling	0.90	281.25
06/24/25	pdw	Communications With Former Manager Silva Regarding Revising His Affidavit	0.40	125.00

For Professional Services Rendered

Date		Services	Hours	Amount
06/24/25	jjq	Communications With Client Re Shade Session Matters; Advise Client Re Same	0.30	93.75
06/24/25	pdw	Review And Evaluate Status Of Collection And Sorting Of Reviewed Documents For Production To Luxcom Pursuant To Court's Discovery Order	0.60	187.50
06/24/25	ag	Review Clean Up Items For Production And Respond To ESI Consultant Re Same	1.20	375.00
06/24/25	ag	Review Amended Notice Of Filing Ms. Matson's Declaration	0.20	62.50
06/25/25	tv	Review Remaining Discovery Issues And Specifically Items To Be Addressed By Mr. Swoyer In His Updated Declaration; Draft Correspondence To Mr. Swoyer Re Same	0.80	250.00
06/25/25	tv	Receive And Review Correspondence From Plaintiff's Counsel, Mr. Diaz, Re Mediation And Review Response	0.20	62.50
06/25/25	ag	Confer With ESI Consultant Re Production Of Documents	0.40	125.00
06/25/25	jjq	Conference Concerning Public Records Matters And Analysis	0.30	93.75
06/25/25	pdw	Communications With ESI Consultant Regarding Issues Related To Status Of Placing Collected Documents Into A Production Ready Status	0.70	218.75
06/25/25	pdw	Communications With Opposing Counsel Regarding Production Of Documents And Mediation	0.30	93.75
06/25/25	ram	Telephone Conference With John Quick Concerning Applicability Of Public Records Law To Documents Circulated During Shade Session	0.30	93.75
06/26/25	tv	Review/analyze Conference With Mr. Swoyer Re Updated Affidavit; Receive And Review Multiple Correspondence From Purpose Legal Re Production	0.70	218.75
06/26/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/26/25	ag	Confer With ESI Consultant And Others Re Status Of Discovery	0.20	62.50
06/26/25	ag	Correspond With ESI Consultants On Various Pending Issues	0.50	156.25
06/26/25	pdw	Communications With ESI Consultant Regarding Production Related Issues	0.50	156.25
06/26/25	pdw	Communications With Counsel For Luxcom Regarding Mediation Related Issues	0.40	125.00
06/27/25	ag	Revise Mayor Cunninham's Written Declaration And Draft Correspondence To The Mayor Re Same	0.80	250.00
06/27/25	jjq	Review And Analyze Executive Session Transcript	0.60	187.80
06/27/25	jjq	Conference Concerning Document Production Matters	0.30	93.75
06/27/25	jjq	Communicate With Client Re Executive Session Matters	0.20	62.50
06/27/25	ag	Meet With ESI Consultants Re Written Declaration And Status Of Production	0.70	218.75
06/27/25	ag	Review And Recode Documents In Order To Respond To ESI Consultant On Various Questions Concerning Production	1.20	375.00
06/27/25	jjq	Communicate With Mr. Silva Re Production Search Affidavit	0.20	62.60

For Professional Services Rendered

Date		Services	Hours	Amount
06/27/25	pdw	Communications Regarding Status Of Additional Documents Collected For Production Pursuant To Court's Discovery Order	0.40	125.00
06/28/25	jjq	Communicate With Client Re Potential Executive Session	0.20	62.60
06/30/25	jjq	Conference Concerning Potential Mediation Discussions And Strategy Re Same	0.30	93.90
06/30/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/30/25	pdw	Communications With Purpose Legal Regarding Current Status Of Assembling Documents For Production Pursuant To Court's Discovery Order	0.30	93.75
06/30/25	pdw	Communications With Counsel For Luxcom Regarding Status Of Council Consideration Of Issues Related To Mediation	0.30	93.75
06/30/25	pdw	Review And Evaluate Affidavit From ESI Consultant Regarding Collection Of Documents And Messages From Present And Past Village Council Members And Employees	0.20	62.50
06/30/25	tv	Receive And Review Correspondence From Mr. Madison Re Items Relating To Production And Document Count	0.20	62.50
06/30/25	ag	Meeting With ESI Consultant Re Verified Statement On The Production	0.50	156.25
06/30/25	ag	Respond To Questions From ESI Consultant Re The Production	0.50	156.25
06/30/25	tv	Review/analyze Consider Strategy Re Approach To Inquiry As To Mediation	0.20	62.50
Total Professional Services			**276.10**	**$86,288.05**

For Disbursements Incurred

Date	Description	Amount
06/13/25	Court Reporter/Deposition/Transcripts Brumm, Vega - Transcript of Hearing 06/11/25 - Brumm, Vega & Associates, Inc.	401.76
06/17/25	Court Reporter/Deposition/Transcripts US Legal - Court Reporter and Transcript of Executive Session 06/02/25 - U.S. Legal Support, Inc.	686.10
06/20/25	Court Reporter/Deposition/Transcripts United - Court Reporter for Hearing 06/11/25;Check#109960-3839305 - United Reporting, Inc.	160.00
06/30/25	Court Reporter/Deposition/Transcripts US Legal - Court Reporter and Transcript of Executive Session 06/16/25 - U.S. Legal Support, Inc.	873.75
Total Disbursements Incurred		**$2,121.61**

Invoice Summary

For Professional Services	86,288.05
For Disbursements Incurred	2,121.61
Total this Invoice	**$88,409.66**
Past Due Balance	**$37,500.48**
Total Balance Due	**$125,910.14**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

BRUMM, VEGA & ASSOCIATES, INC.
12864 BISCAYNE BLVD # 438
NORTH MIAMI, FL 33181
PHONE: 305-374-3340
EMAIL: brummvega@bellsouth.net

ALICIA GONZALEZ, ESQ.
WEISS SEROTA HELFMAN
200 E. BROWARD BLVD. # 1900
FT LAUDERDALE, FL 33301

INVOICE NO. : 38538
INVOICE DATE: 6/13/2025
REPORTER: 01

ID# 65-0022906

YACHT CLUB v PALMETTO BAY
HEARING BEFORE JUDGE WATSON
20-23918 CA 08

Date	Description	Amount
6/11/2025	1 COPY OVERNIGHT - 62 PGS	401.76
6/12/2025	TRANSCRIPT EMAILED 6:00 A.M.	
	THANK YOU	

Sub Total	401.76
Paid	0.00
Balance Due	401.76

DUE UPON RECEIPT* BALANCE DUE IN EXCESS OF 30 DAYS SHALL BEAR INTEREST AT MAXIMUM RATE ALLOWABLE BY LAW PLUS LATE FEES
FEDERAL TAX I.D. NO. 65-0022906

U.S. Legal Support

INVOICE

Invoice No.	Invoice Date	Payment Terms
20251018463-12	6/13/2025	Net 30

Job No.	Job Date	Balance
6884815	6/2/2025	$686 10

Case Name
Yacht Club by Luxcom, LLC v Village of Palmetto Bay, Florida

Case No.
2020023918CA08

SE - MIAMI
16825 Northchase Drive Suite 900
Houston TX 77060
Phone: 305-373-8404 Fax: 305-358-1427

John Quick, Esquire
Weiss Serota Helfman Cole & Bierman
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables FL 33134

Job Location	Ordered By	Reference Info.
Village of Palmetto Bay Municipal Center 9705 Hibiscus Street Palmetto Bay FL 33157	John Quick, Esquire Weiss Serota Helfman Cole & Bierman 2800 Ponce de Leon Boulevard Suite 1200 Coral Gables FL 33134	Client Matter No Claim No Insured D/O/L Adjuster

Services/Items	Units	Type	Rate	Charges
Items Covered: General				
Appearance Fee - First Hour - Meeting	1 00	N/A	$150 00	$150 00
Non-Traditional Hours	1 00	Hours	$97 50	$97 50
ORIGINAL TRANSCRIPT OF Executive Session				
Original - Meeting	48 00	Pages	$6 95	$333 60
DepoSummary Pro	1 00	N/A	$35 00	$35 00
Condensed Transcript	1 00	N/A	$15 00	$15 00
Litigation Technology, Support and Security Management - Meeting	1 00	N/A	$25 00	$25 00
Transcript Handling & Processing	1 00	N/A	$30 00	$30 00
	Total Due			**$686.10**
	AFTER 7/28/2025 PAY			$789 02
	(-) Payments/Credits			**$0.00**
	(+) Finance Charges/Late Fees			**$0.00**
	(=) New Balance			**$686.10**

Tax ID : 76-0523238 Nevada Firm Registration # 067F

Phone 951 763 4242

Invoice not paid by due date is subject to interest of 1 5% per month We will make reasonable effort to allocate payments properly U S Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts Any disputes regarding allocation refunds or adjustments must be made within 30 days from your receipt of credit Failure to do so will be deemed a waiver
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ACH Payments Preferred
Please send details of your ACH or wire payment to remittanceadvice@uslegalsupport com to ensure proper application to your account

SEND CHECK PAYMENT TO
U S Legal Support Inc
P O Box 4772
Houston TX 77210

WIRE TRANSFER & ACH INSTRUCTIONS
A/C Name US Legal Support Inc
Bank Name Cadence Bank
Bank Address 2910 West Jackson St Tupelo MS 38801
Account No 5500057350
ABA 084201270
Swift BAHRUS44

Invoice # 20251018463 12
Invoice Date 6/13/2025
Balance Due $686 10

To Pay by Credit Card visit https //corporatepaypay uslegalsupport com

INVOICE

UNITED REPORTING, INC.

Court Reporting Services

Invoice No.	Invoice Date	Job No.
336547	6/13/2025	422737
Job Date	**Case No.**	
6/11/2025	2023918CA08	
Case Name		
Yacht Club by Luxcom, LLC vs. Village of Palmetto Bay, Florida //		
Payment Terms		
Due upon receipt		

Peter D. Waldman, Esq.
Weiss, Serota, Helfman, Cole & Bierman, P.L. - Coral Gables @
2800 Ponce De Leon Boulevard
12th Floor
Coral Gables, FL 33134

Hearing Before:
Judge Watson

Reporter Attendance: First Hour	1.00 Hours	@	105.000	105.00
Reporter Attendance: Additional Hours	1.00 Hours	@	55.000	55.00
Holding approximately	60.00 Pages	@	0.000	0.00
TOTAL DUE >>>				**$160.00**

Transcript not ordered
HA/Jeter

*Contact us immediately for billing corrections as no adjustments will be made after 30 days.

Our agreement to provide services is with you. Payment of the amounts owed is not contingent upon reimbursement from your client.

Any past due amounts will accrue interest at 1.5% per month. You agree that by virtue of accepting our services, including acceptance of a transcript, you agree to pay any costs of collection (including any attorney's fees incurred) with respect to any attempt by United Reporting, or its attorneys, to collect any outstanding balances owed to United Reporting.

Tax ID: 55-0793657

Please detach bottom portion and return with payment.

Peter D. Waldman, Esq.
Weiss, Serota, Helfman, Cole & Bierman, P.L. -
Coral Gables @
2800 Ponce De Leon Boulevard
12th Floor
Coral Gables, FL 33134

Job No. :422737 BU ID :UR
Case No. :2023918CA08
Case Name :Yacht Club by Luxcom, LLC vs. Village of Palmetto Bay, Florida //
Invoice No. :336547 Invoice Date :6/13/2025
Total Due :$160.00

PAYMENT WITH CREDIT CARD

Cardholder's Name:
Card Number:
Exp. Date: Phone#:
Billing Address:
Zip: Card Security Code:
Amount to Charge:
Cardholder's Signature:
Email:

Remit To: **United Reporting, Inc.**
633 South Andrews Avenue
Suite 202
Fort Lauderdale, FL 33301
Phone: 954-525-2221 | Fax: 754-263-5905

2210 056-1

U.S. Legal Support

INVOICE

Invoice No.	Invoice Date	Payment Terms
20251033100 12	6/27/2025	Net 30

Job No.	Job Date	Balance
6896452	6/16/2025	$873 75

Case Name
Yacht Club by Luxcom, LLC v Village of Palmetto Bay, Florida

Case No.
2020023918CA08

SE - MIAMI
16825 Northchase Drive Suite 900
Houston TX 77060
Phone: 305-373-8404 Fax: 305-358-1427

John Quick, Esquire
Weiss Serota Helfman Cole & Bierman
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables FL 33134

Job Location	Ordered By	Reference Info.
Village of Palmetto Bay Municipal Center 9705 Hibiscus Street Palmetto Bay FL 33157	John Quick, Esquire Weiss Serota Helfman Cole & Bierman 2800 Ponce de Leon Boulevard Suite 1200 Coral Gables FL 33134	Client Matter No Claim No Insured D/O/L Adjuster

Services/Items	Units	Type	Rate	Charges
Items Covered: General				
Appearance Fee - First Hour - Meeting	1 00	N/A	$150 00	$150 00
Non-Traditional Hours	1 00	Hours	$97 50	$97.50
ORIGINAL TRANSCRIPT OF Executive Session				
Original - Meeting	75 00	Pages	$6 95	$521.25
DepoSummary Pro	1 00	N/A	$35 00	$35 00
Condensed Transcript	1 00	N/A	$15 00	$15 00
Litigation Technology, Support and Security Management - Meeting	1 00	N/A	$25 00	$25 00
Transcript Handling & Processing	1 00	N/A	$30 00	$30 00
	Total Due			**$873.75**
	AFTER 8/11/2025 PAY			$1,004 81
	(-) Payments/Credits			**$0.00**
	(+) Finance Charges/Late Fees			**$0.00**
	(=) New Balance			**$873.75**

Tax ID : 76-0523238 Nevada Firm Registration # 067F Phone 954 763 4212

Invoice not paid by due date is subject to interest of 1 5% per month We will make reasonable efforts to allow as payments properly U S Legal Support reserves the right to recover any fees and costs it incurs in collecting any unpaid amounts Any right regarding allocation refunds or adjustments after 90 days from payment shall be waived by payer Review our Terms & Conditions for additional information at our website www uslegalsupport com

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ACH Payments Preferred
Please send details of your ACH or wire payment to remittanceadvice@uslegalsupport.com to ensure proper application to your account

SEND CHECK PAYMENT TO
U S Legal Support Inc
P O Box 4772
Houston TX 77210

WIRE TRANSFER & ACH INSTRUCTIONS
A/C Name US Legal Support Inc
Bank Name Cadence Bank
Bank Address 2010 West Jackson St Tupelo MS 38801
Account No 5500057350
ABA 084201278
Swift BAHRUS44

Invoice # 20251033100 12
Invoice Date 6/27/2025
Balance Due $873 75

To Pay by Credit Card visit https //corporatebillpay uslegalsupport com

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303429

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-8 Yacht Club by Luxcom, LLC - Vested Rights Appeal

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/03/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/04/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/05/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/06/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re SameReview And Analyze Status Of Vested Rights Claim	0.20	62.50
06/09/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/10/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/11/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/12/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/13/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/16/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/17/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/18/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/19/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/20/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/23/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/24/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/25/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/26/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/27/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/30/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
Total Professional Services			**4.20**	**$1,312.50**

Invoice Summary

For Professional Services	1,312.50
For Disbursements Incurred	0.00
Total this Invoice	**$1,312.50**
Past Due Balance	**$1,312.50**
Total Balance Due	**$2,625.00**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION
EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303430

CLIENT: 2210 - Village of Palmetto Bay
Re: 014 Public Records Response Assistance

For Professional Services Rendered

Date		Services	Hours	Amount
06/05/25	jjq	Communicate With Client Re Public Records Request Matters	0.20	62.60
06/10/25	jj	Prepare For And Attend JustFOIA Training	1.00	312.50
06/17/25	jjq	Research Concerning Good Faith Response Requirement	0.50	156.25
06/17/25	jjq	Preparation Of Opinion Re Goof Faith Response; Revise Same	0.40	125.00
06/17/25	jjq	Review And Analyze Supplemental Certification Request; Review Case Law; Prepare Supplemental Response Re Same	0.40	125.00
06/18/25	jjq	Communications With Client Re PRR-2025-178; Advise Client Re Public Records Case Law Items	0.40	125.00
06/20/25	jjq	Conference With Client Re Pending Public Records Matters	0.50	156.25
06/20/25	jj	Prepare For And Attend Discussion Regarding To Response To PRR-2025-178	1.00	312.50
06/25/25	jjq	Review And Analyze Correspondence From Mr. Napoleon Re Pending Public Records Request Matters	0.20	62.50
06/25/25	jj	Conduct Review Of PRR-2025-176	4.00	1,250.00
06/26/25	jj	Conduct Review Of PRR-2025-176	2.20	687.50
06/27/25	jjq	Communicate With Client Re Pending Records Request Matters	0.20	62.60
Total Professional Services			**11.00**	**$3,437.70**

Invoice Summary

For Professional Services	3,437.70
For Disbursements Incurred	0.00
Total this Invoice	**$3,437.70**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
Direct Line: (305) 789-3200
Fax: (305) 789-3395

Mark Merwitzer
9705 Hibiscus Street
Palmetto Bay, FL 33157

Invoice Date: June 25, 2025
Invoice Number: 16109315
Matter Number: 48324.0001

REMITTANCE PAGE

*For Professional Services through **May 31, 2025***

Matter: Cody v. Village of Palmetto Bay and Merwitzer

Total Fees	$	16,932.50
Total Costs	$	1,025.89
Total Due This Invoice	$	17,958.39

Please make checks payable to:	To pay by ACH or wire transfer:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Attention: ACCOUNTS RECEIVABLE Miami, Florida 33130 FEIN No.: 59-2126062	Citibank, N.A. ABA No.: 266086554 Account No.: 9146651992 Please include invoice/matter number(s) to avoid delays and errors in processing.

For Professional Services Rendered Through May 31, 2025

Date	Name	Description	Hours	Rate	Amount
02/05/25	J. Onorati	Review emails and letters about oath of office of M. Merwitzer;	0.70	625.00	437.50
02/10/25	J. Onorati	Meeting with M. Merwitzer and G. Stearns to discuss current state of affairs on the council and new issue regarding his oath of office; review memos and letters provided by M. Merwitzer about same in preparation for meeting;	1.50	625.00	937.50
02/12/25	J. Onorati	Review letters submitted to State AG office about M. Merwitzer's Oath of Office; review State AG's website and procedures for issuance of advisory opinion; begin drafting letter in opposition to S. Cody's request for advisory opinion;	3.00	625.00	1,875.00
04/15/25	J. Onorati	Communication with M. Merwitzer about public statements about lawsuit, and review and revise press release about same;	0.30	675.00	202.50
04/16/25	J. Onorati	In person meeting with M. Merwitzer to discuss lawsuit and strategy;	1.20	675.00	810.00
04/22/25	J. Onorati	Research whether M. Merwitzer qualifies as state official to determine date by which to file response to complaint under Rule 1.140;	0.50	675.00	337.50
04/28/25	J. Onorati	Communication with M. Merwitzer about termination and lawsuit; review docket for case management order entered by court;	0.30	675.00	202.50
04/28/25	T. Raine	Advice regarding separation of employment, separation agreement.	1.00	475.00	475.00
05/02/25	J. Onorati	Review draft of Village's Motion to Dismiss; research de factor officer doctrine; call with Village attorney and M. Merwitzer about motion to dismiss; begin drafting Motion to Dismiss;	2.60	675.00	1,755.00
05/05/25	J. Onorati	Begin drafting motion to dismiss, including research into potential arguments to raise; review research on de facto officer doctrine;	4.60	675.00	3,105.00
05/06/25	J. Onorati	Finalize initial draft of motion to dismiss;	2.60	675.00	1,755.00
05/08/25	J. Onorati	Finalize motion to dismiss; file same;	0.30	675.00	202.50
05/09/25	J. Onorati	Draft motion to transfer to circuit court, including review of transfer rules;	1.00	675.00	675.00
05/16/25	J. Onorati	Review Cody's Response to Motion to Dismiss;	0.50	675.00	337.50
05/20/25	J. Onorati	Call with M. Merwitzer to discuss settlement and shade session and response	0.30	675.00	202.50

Date	Name	Description	Hours	Rate	Amount
		to discovery;			
05/21/25	A. Corbett	Call with Joey Onorati regarding ethics issue regarding voting on settlement;	0.40	975.00	390.00
05/21/25	J. Onorati	Call with A. Corbett to discuss governmental issues and ethics concerning proposed shade session;	0.40	675.00	270.00
05/22/25	J. Onorati	Call with M. Merwitzer to discuss new issues surrounding settlement and Village approval; discuss same with E. Stearns; communication with J. Hernandez to schedule call to discuss outstanding issues;	0.50	675.00	337.50
05/23/25	A. Corbett	Exchanged emails with Joe Onorati regarding 57.105 issue;	0.20	975.00	195.00
05/23/25	J. Onorati	Zoom with Village attorneys to discuss settlement and issues surrounding executive session;	0.40	675.00	270.00
05/23/25	J. Onorati	Call with M. Merwitzer to discuss meeting and strategy going forward;	0.50	675.00	337.50
05/27/25	J. Onorati	Review Florida Statute on Public Officer Code of Conduct in advance of call with B. Swing and J. Berkowitz to discuss motion for sanctions; call with same to discuss; finalize and file Motion to Transfer; communication with Falk Waas to schedule hearing on Motion to Dismiss;	1.00	675.00	675.00
05/28/25	J. Onorati	Zoom with J. Hernandez and M. Merwitzer to discuss current status of litigation and settlement; call with M. Merwitzer to discuss strategy;	0.30	675.00	202.50
05/29/25	J. Onorati	Review Cody's memo on his voting rights; research additional conflict of interest laws on voting; call with M. Merwitzer about same;	1.00	675.00	675.00
05/30/25	J. Onorati	Review order specially setting status conference for hearing on motion to dismiss; review news article published on the Floridian, and call with M. Merwitzer to discuss options going forward;	0.40	675.00	270.00

Timekeeper Summary

Name	Hours	Rate	Amount
Abigail Corbett1	0.60	975.00	585.00
Joseph Onorati	18.70	675.00	12,622.50
Joseph Onorati	5.20	625.00	3,250.00

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
Direct Line: (305) 789-3200
Fax: (305) 789-3395

Mark Merwitzer
9705 Hibiscus Street
Palmetto Bay, FL 33157

Invoice Date: June 25, 2025
Invoice Number: 16109315
Matter Number: 48324.0001

For Professional Services through ***May 31, 2025***

Matter: Cody v. Village of Palmetto Bay and Merwitzer

Total Fees	$	16,932.50
Total Costs	$	1,025.89
Total Due This Invoice	$	17,958.39

Name		Hours	Rate	Amount
Thomas Raine		1.00	475.00	475.00
	Total	**25.50**		**$16,932.50**

Cost Summary

Description	Amount
Online Research	1,025.89
Total	**$1,025.89**

Total Due This Invoice **$17,958.39**

E.E. Stearns



AGENDA ITEM NO. 6.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Litigation Update
SUGGESTED ACTION:	
ATTACHMENTS:	



AGENDA ITEM NO. 7.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Calendar Update: September 2025
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Art-in-Public Places Advisory Board Meeting (May 29, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-AIPP-2025-05-29

Art in Public Places Advisory Board
In-Person Meeting at Village Hall
1st Floor Conference Room
9705 East Hibiscus Street, Palmetto Bay, FL 33157

Meeting of May 29th, 2025, at 6:00 PM

MINUTES

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:04pm.
  - i. *Board Members Present*
    1. Patricia Rodriguez, Richard Cohen (arrived at 6:08pm), Gary Traczyk, Susan Feldman, Pamela Gorman.
  - ii. *Board Members Absent*
    1. None.
  - iii. *Councilmembers Present*
    1. Steve Cody-*Council Liaison*
  - iv. *Staff Present*
    1. Andrea Candelaria-*Sustainability & Resiliency Planner & AIPP Staff Liaison*
  - v. *Members from the Public Present*
    1. Tone Calle- Local Artist
    2. Jill Stone- Guest of Tone Calle

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

- Councilmember Steve Cody gave an update to the Board regarding the Council's decision not to accept the recommendation from the AIPP Board of the art proposal for the SW 152 Street & Old Cutler Road project. Various Board members expressed their comments regarding this disapproval of the Council's decision.
- Board member Rick Cohen arrived at the meeting at 6:08pm.

III. Approval of Meeting Minutes- March 13th, 2025.

- Board Member Patricia Rodriguez motioned, Board Member Pamela Gorman seconded, all voted in favor.

IV. Old Business

- *Status Update: SW 152 Street & Old Cuter Road Traffic Circle AIPP Recommendation*
  - i. Staff Liaison Andrea Candelaria gave an update to the AIPP Board Members on the latest developments regarding the SW 152 Street & Old Cuter Road Traffic Circle AIPP Recommendation. She explained that while the AIPP Board recommended the artists Cecilia Lueza and Rick Munne's art proposal titled "Radiance" to be selected as the art piece for the traffic circle, the Village Council chose to defer the item for reconsideration at the April 2025 Regular Council Meeting. The Council deferred the item to the May 2025 Committee of the Whole Workshop (COW). At the May 2025 COW, the Village Council made recommendations for the Call to Artist to be rescinded and for the Village Manager to go out to bid once more, with their recommendations. Their recommendations included the following:

1. For the traffic circle art piece to include a theme that identifies Palmetto Bay and speaks to the community.
2. To include more lighting around the traffic circle.
3. To include more language that heavily specifies the theme of environmentalism, conservation, and sustainability.
4. To include verbiage of no water accessory fixtures.
5. To include verbiage of prohibiting pedestrian activities.
6. To include an increase in budget funds for the art piece.

ii. She mentioned that she will be presenting this Resolution at the next Regular Council Meeting, (June 2nd, 2025) which includes those recommendations and rescinds the previous call to artist. She will be updating the AIPP Board at the next AIPP Board meeting in July regarding this subject.

V. Discussion of agenda items

- None.

VI. New Business

- *Artist Presentation: Coral Reef Park Art Piece Redesign*
  - i. Staff Liaison Andrea Candelaria introduced the local artist pursuing to redesign an old art sculpture at Coral Reef Park, Tone Calle.
  - ii. Tone Calle gave a presentation to the art board regarding his proposal titled “The Copper Pyramid of Art & Energy”.
  - iii. Various AIPP Board members asked Tone questions about the proposal. Board Member Susan Feldman asked for the signage to be reflected in different languages.
  - iv. Councilmember Steve Cody asked questions regarding if this would be considered as an unsolicited proposal and if there should be any concerns with changing the art that was originally created. Staff Liaison Andrea Candelaria mentioned that while this might not be considered as an unsolicited proposal because of the minor additions being considered, she will discuss this with the Village Manager and Village Attorney for further clarification.
  - v. Board Member Susan Feldman proposed to approve the art proposal All Board members voted in favor unanimously to approve the recommendation of the proposal to the Village Council. Andrea mentioned that the next steps were for Council to approve the recommendation at the July 7th, 2025 Regular Council Meeting, pending consultation from the Village Manager and Village Attorney.

VII. Requests for assistance to Village Council and Village Manager

- Board Member Rick Cohen expressed his disappointment with the Village Council for not accepting the art proposal for the SW 152 Street & Old Cutler Road traffic circle. Other Board Members chimed in agreement.

VIII. Selection and list of discussion for next meeting scheduled for July 10th, 2025, at 6:00 PM.

- All Board Members expressed their availability for the next meeting.

IX. Adjournment

- Chair Gary Traczyk motioned to adjourn. Board Member Rick Cohen seconded, all voted in favor.
- Meeting adjourned at 7:32pm.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (March 31, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Tree Board-2025-03-31

TREE ADVISORY BOARD MEETING
MONDAY, MARCH 31, 2025 – 5:00 PM

VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157
(First Floor Conference Room)

MINUTES

1. **Roll call and acknowledgement of visitors**

2. **Public Comments, including comments from Village Council, Village Manager, or staff**

Resident Sheila Frazer at 9305 SW 181st St. Sheila spoke about the Million Orchid Project. She wanted to know if there is an interest to reignite the project in the Village. The Tree Advisory Board made a unanimous motion to continue this project. The TAB felt this was important 10 years ago when it was first brought to the board for approval.

3. **Approval of Meeting Minutes**
   a. January 27, 2025 (attached) Approved meeting minutes
   b. September 30, 2024 (pending to be submitted and approved) Pending
   c. November 25, 2024 (pending to be submitted and approved) Pending

4. **Old Business**

- The County is rolling out an Urban Forestry Plan. The Tree Advisory Board Village made a motion to have Craig meet with the Village Manager to review the plan and how the Village can get involved to partner with the county.

5. **Discussion of Agenda Items:**
   a. Tree of the Year Submissions and Earth Week Art Contest. 2 trees are up for selection, no action for the tree advisory board to take with voting. Earth Week Art Contest deadline today for voting.

   b. Tree Management Plan -defer discussion to next meeting when Chair Henry Clifford is present.
      i. Cost considerations to develop
      ii. List of data points
      iii. Steps to develop and use for tree management

   c. Tree List for Arbor Day, 2025 Tree Giveaway
      i. Expanded budget This year's budget went to $2,700. Prior year budget $900. Giveaway is the 19th of April.

The Tree Advisory Board made a motion to recommend for tree selection giveaway for next year to refer to list provided for high quality trees as well as the Biscayne Prickly Ash (Native Tree Nursery will be growing these) , Torchwood, Joewood

ii. Plan for excess trees and public educations- Village will see what trees if any are leftover and find the right place to have them planted within the Village.

6. **New Business**

- Shading Palmetto Bay, 2025 effort. 161 trees planted all in right way areas. Right Tree Right Place.
- The Tree Advisory Board made a motion for a budget for Shading Palmetto Bay 2026 is $200,000

7. **Requests for assistance to Village Council and Village Manager**

8. **Date of next meeting scheduled for Monday, June 30, 2025, at 5:00 PM**

Written and prepared by Secretary Jenna Knackstedt

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (June 30, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Tree Board-2025-06-30

TREE ADVISORY BOARD MEETING
MONDAY, JUNE 30, 2025 – 5:00 PM
VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157
(First Floor Conference Room)

MINUTES

1. **Roll call and acknowledgement of visitors**

2. **Public Comments, including comments from Village Council, Village Manager, or staff**

3. **Approval of Meeting Minutes**
   a. March 31, 2025 *(attached)* *Approved Meeting Minutes*
   b. September 30, 2024 *(pending to be submitted and approved)* *Pending*
   c. November 25, *2024 (pending to be submitted and approved)* *Pending*

4. **Old Business**

Tree Giveaway- The giveaway went well and the board discussed even expanding the budget more to increase the amount of trees or giveaway occurrences for future events.

Sheila Frazer and Fanny spoke with the Manager at Fairchild Program about future plans for the Million Dollar Project. We are looking forward to an update at the next council meeting.

Urban Forestry Plan-Craig is still pending a meeting to meet with the Village Manager to review the plan and how the village can get involved to partner with the county.

5. **Discussion of Agenda Items:**
   a. Tree Management Plan – Shading Palmetto Bay *(Chair Clifford)*

   Safety pruning, installation of trees, monitor the installation

   maintenance of these trees, tree removals,

   b. Tree Preservation Program *(Council Liaison Merwitzer)*

   -Vice-Mayor Merwitzer discussed a tree preservation program to

   take a survey on any site prior to development to preserve any/all

   trees. This includes early identification

- The Tree Advisory Board made a motion for Craig's 3 modifications to the proposed resolution.

Section 2. A including , but not limited to right of way

Section 2 B 3, Specimen trees as defined in the "Miami Dade" Code and DCMP.

Section 2. B 5. Prohibited species required for removal

6. Utilize tree survey

-Tree Advisory Board makes a recommendation to the council to clarify previous motion for Shading Palmetto Bay to make it it's own general budget item $200,000

6. **New Business**

Craig voiced his concern of the minimal area left of the pine rockland remaining in the 22 acres. The Tree Advisory board made a motion to advise the village manager thru the parks department manager, that meetings start asap between the parks director and property owner to identify the concerns and work together to start managing the pine rockland.

7. **Requests for assistance to Village Council and Village Manager**

8. **List of discussion items or the next meeting scheduled for Monday, July 28, 2025, at 5:00 PM -**Recommend to meet onsite at Village Center to have meeting and then walk the 22 acres to review the site conditions.

9. **Adjournment**

WRITTEN AND PREPARED BY SECRETARY JENNA KNACKSTEDT

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Health Benefit

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, health benefits on a reimbursement were provided to Councilmembers through Ordinance 2017-21; and

WHEREAS, Ordinance 2023-21 rescinded Ordinance 2017-21 by providing, on a non-reimbursable basis, the amount of Five Hundred ($500) Dollars a month for two years for each four-year term served; and

WHEREAS, to ensure that, at a minimum, this existing current level of benefits is not decreased for current and future Councilmembers, the Village Council wishes to have this benefit as a vested right of a Councilmember.

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

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

Section 2. The current health benefit of $500.00 per month for two years for each 4-year term of Council service is a vested benefit for all current and future Councilmembers.

Section 3. This Ordinance shall take effect immediately upon approval at second reading.

PASSED AND ADOPTED this 2nd day of June, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Vice Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Council Member Marsha Matson _____

FINAL VOTE AT ADOPTION AND ON SECOND READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, "AGENDA PROCEDURE", BY AMENDING THE "ORDER OF BUSINESS", "PROPOSED AGENDA ITEMS", AND "AGENDA CLOSING DATES"; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ordinance-Agenda_Closing_Date

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, "AGENDA PROCEDURE", BY AMENDING THE "ORDER OF BUISSNESS", "PROPOSED AGENDA ITEMS", AND "AGENDA CLOSING DATES"; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, Section 2-47 addresses the preparation of the agenda for regular Council meetings; and

WHEREAS, Section 2-47(a), the "Order of Business", does not establish who is responsible for the actual preparation of the agenda; and

WHEREAS, Section 2-47 (d) states that the agenda closes eight (8) days prior to the next regularly scheduled meeting for the Village Clerk to prepare the agenda'; and

WHEREAS, Resolution 2020-45 called for the agenda to close fifteen (15) days prior to the meeting; and

WHEREAS, the Code of Ordinance at Section 2-47 (d) controls over the Resolution and the Council wishes to clarify the date the agenda closes to amend the section to require a 15-day closing date for items to be submitted to the Village Clerk for inclusion on the regular Council agenda and to extend the hour the agenda closes.

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

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

Section 2. Section 2-47 (a) of the Village Code of Ordinance is amended as follows:

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

(a) *Order of business*. There shall be an official agenda for every regular and special meeting of the council that shall ~~determine the order of business to be conducted at the meeting.~~ be prepared and published by the Village Clerk. The Mayor shall determine the order of business to be conducted at the meeting by reviewing the agenda before it is published. The Mayor may not remove agenda items sponsored by the Village Administration or members of the Village Council and must adhere to the established agenda closing dates. The order of business of the Council at the regular council meetings shall be as follows:

(b)(2) Proposed agenda items that are not timely delivered in accordance with the ~~seven-day~~ fifteen-day rule of subsection (c) and which are sponsored by a Councilmember, shall not be placed on the agenda unless approved ~~accompanied~~ by t~~he signatures of at least a~~ majority of the Council. Proposed agenda items not delivered in accordance with the ~~seven-day~~ fifteen-day rule and which are sponsored by the Village Manager, ~~or~~ Village Attorney, or Village Clerk ~~shall not~~ may be placed on the agenda, after the fifteen-day rule~~. unless the manager or attorney certifies in writing that the matter is time sensitive or is an emergency affecting life, health, property, or public safety. These items shall require the affirmative vote of two-thirds of the council present for adoption or enactment.~~

(b)(3) No item shall be placed on the consent agenda in violation of the ~~seven day rule~~ fifteen-day rule unless determined by the Village Clerk.

Section 3. Section 2-47 (d) of the Village Code of Ordinances is amended as follows:

(d) *Agenda closing dates*. The agenda for all regular meetings of the Council shall be closed by ~~5:00 p.m.~~11:59 p.m. on the ~~eight~~-15th day prior to the date of the meeting. Except as provided in paragraph (b)(2), no additional items shall be added to the agenda after the agenda closing date.

Section 4 Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED ON FIRST READING this ____ day of _____, 2025.

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

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney, John Dellagloria)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Amending VMU District

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, the Mayor and Village Council on June 25, 2025, adopted Resolution No. 2025-36 which approved a Settlement Agreement between 17777 Old Cutler Road, LLC and the Village of Palmetto Bay; and

WHEREAS, the real property (the "Property") subject to the Settlement Agreement is located within the Village Mixed Use District; and

WHEREAS, a Final Judgment approving the Settlement Agreement was entered on July 2, 2025, by the Circuit Court of the Eleventh Judicial Circuit in the case of *17777 Old Cutler Road, LLC v. Village of Palmetto Bay,* Case No. 2022-6141-CA-01; and

WHEREAS, the terms of the Final Judgment and the Settlement Agreement govern the development of the Property, and it is necessary and appropriate to include in Section 30-50.19 of the Code of Ordinances a reference to the Final Judgment and the Settlement Agreement.

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

Section 1. The above recitals are true, correct and incorporated herein by this reference.

Section 2. Chapter 30 "Zoning" of the Code of Ordinances is hereby amended to read as follows:

(Additional text is shown as underlined).

Section 30-50.19 Village Mixed Use District, VMU

(a) *Purpose, intent and applicability.*

***

(5) Notwithstanding anything to the contrary in this or any other sections, divisions or regulations, the designated areas within the Village Mixed Use District are subject to and governed by the Final Judgment and Settlement Agreement recorded July 18, 2025 at Official Records Book 34856 at Pages 3530 –3596 of the Public Records of Miami-Dade County, Florida. The Final Judgment and Settlement Agreement shall control in the event of any conflicts with, or ambiguity created by, other provisions or regulations of this Code.

Section 3. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

Section 5. Conflicting Provisions. The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida, and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED ON FIRST READING this 8th day of September, 2025.

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

Attest:_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

FINAL VOTE ON SECOND READING AND APPROVAL:

Mayor Karyn Cunningham _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Nick Marano, Village Manager's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED "POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;" ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:

Electronic Device Ordinance 8-24-2025.docx

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED "POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;" ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

WHEREAS, the Village of Palmetto Bay is, committed to maintain transparency in government operations and ensuring compliance with Florida's public records laws; and,

WHEREAS, Chapter 119,Florida Statutes, the "Public Records Act", requires that public records be made available for public inspection and copying; and,

WHEREAS, Section 286.011, "Public Meetings and Records" (the Government in the Sunshine Act), requires that all meetings of boards or commissions of any agency or authority of any county, municipal corporation, or political subdivision be open to the public; and,

WHEREAS, the use of personal electronic devices during public meetings may compromise the ability to maintain complete public records and may facilitate ex-parte communications that violate the Sunshine Law: and,

WHEREAS, the Village has a compelling interest in ensuring that all electronic communications and documents created or accessed during public meetings are properly preserved as public records; and,

WHEREAS, the Village Council finds that standardizing electronic device use during public meetings will enhance transparency, ensure compliance with the state law, and maintain public trust.

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

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

Section. 2. Chapter 33, "Policy for the Required Use of Village Used Devices" is hereby created:

Chapter 33: Policy of the Required Use of Village Used Devices

Sec. 33-1. DEFINITIONS for purposes of this Ordinance, the following shall apply.

"Charter Officers" means the Village Manager Village Attorney, and Village Clerk.

"Electronic Device" means any laptop computer, tablet computer, smartphone, or other portable computing device capable of accessing the internet, creating documents, or facilitating electronic communications.

"**Public Meeting**" means any meeting subject to Section 286.011, Florida Statutes, including regular meetings, special meetings, and workshop sessions of the Village Council.

"Village-Issued Device" means an electronic device owned, configured, and maintained by the Village of Palmetto Bay for official Village business.

"VPN ('Virtual Private Network')" means technology that creates a secure, encrypted connection over a less secure network, such as the internet.

Sec 33-2. Mandatory Use:

During all public Meetings, Village Council members and Charter Officers shall use only Village-issued Electronic Devices for any electronic activity related to Village business, including but not limited to:

1. Accessing meeting materials and documents
2. Taking notes

3. Referencing information
4. Electronic communications
5. Internet research related to agenda items.

Sec. 33-3. Device Selection:

Each Village Council member may choose between a Village issued laptop or tablet as their primary device for Public Meetings, subject to availability and IT department approval.

Sec. 33-4. Personal Device Prohibition:

Personal Electronic Devices shall not be used during public meetings for any purpose related to Village business. Personal devices may be used only for personal communications unrelated to Village business.

Sec. 33-5. NETWORK ACCESS RESTRICTIONS

A. VPN Prohibition:

Village Council members and Charter Officers are prohibited from connecting to or using any private VPN service while connected to the Village network at all times.

B. Authorized Network Only:

All internet access during Public Meetings shall be conducted exclusively through Village-provided networks and internet connections.

C. Network Monitoring Only:

The Village reserves the right to monitor usage on Village-issued devices during Public Meetings to ensure compliance with this Ordinance and applicable laws.

Sec.33-6. PUBLIC RECORDS COMPLIANCE

A. Automatic Preservation:

All documents, communications, and electronic records created, received, or accessed on Village-issued devices during Public Meeting shall be automatically preserved in accordance with Chapter 119, Florida Statutes.

B. Prohibited Platforms:

The use of ephemeral messaging applications, encrypted communications platforms that do not preserve records (including but not limited to Signal, Snapchat, or similar applications), and any communication method that automatically deleted messages is strictly prohibited during Public Meetings.

C. Collaborative Documents:

All collaborative document platforms used during Public Meetings must maintain complete version histories and access logs that comply with public records requirements. Google Docs and similar platforms may only be used if configured to preserve all edited histories and comments as public records.

Sec. 33-7. SUNSHINE LAW COMPLIANCE

A. Communications Restrictions:

Village Council members shall not use Electronics Devices during Public Meetings to engage in communications with other Council members regarding matters pending before the Council, except as part of the official public meeting proceedings.

B. Prohibited Ex-Parte Communications:

Electronic communications with individuals not present at the Public Meeting regarding agenda items or matters under consideration are prohibited during Public Meetings.

C. Transparency Requirement:

All electronic activities conducted in Village-Issued devices during Public Meetings are subject to public inspection.

Sec. 33-8. TECHNICAL REQUIREMENTS AND SUPPORT

A. Device Configuration:

The Village IT Department shall configure all Village-issued devices to:

1. Automatically preserve all electronic records
2. Prevent installation of unauthorized applications.

3. Block access to prohibited communications platforms.
4. Maintain comprehensive access and usage logs.

B. Training:

The Village shall provide training to Village Council members and Charter Officers on the proper use of Village-issued devices and compliance with this Ordinance**.**

C. Technical Support:

The Villate IT Department shall provide technical support for Village-issued devices and ensure their availability for all public meetings.

Sec. 9. ENFORCEMENT AND COMPLIANCE

A. Monitoring:

The Village Manger or designee may monitor compliance with this Ordinance during public meetings.

B. Violations:

Violations of this Ordinance may result in:

1. Public censure
2. Requirements for additional training
3. Other appropriate remedial actions as determined by the Village Council

C. Public Records Disclosure:

Any violation of this Ordinance that results in the improper handling of public records shall be immediately reported to the appropriate authorities and disclosed to the public.

Sec.10. EMERGENCY EXCEPTIONS

In the event of technical failure of Village-issued devices or Village network infrastructure, the Village Manager may authorize temporary use of alternative devices or networks, provided that:

A. All electronic records created during such emergency use are immediately transfer to Village systems.

B. A written report documenting the emergency and steps taken to preserve public records is filed withing 24 hours; and

C. The public is notified of any temporary deviation from this ordinance during the Public Meeting.

Sec. 33-10. **IMPLEMENTATION**

A. Effective Date:

This Ordinance shall take effective sixty (60) days after adoption to allow for procurement and configuration of necessary devices and systems.

B. Transition Period:

During the sixty-day implementation period, the Village shall:

1. Procure and configure Village-issued devices for all Council members and Charter Officers
2. Provide required training.
3. Update IT infrastructure, as necessary.
4. Development procedures for device management and record preservation.

SECTION 3.. **SEVERABILITY**

If any paragraph, sentence, clause, phrase, or word of this Chapter 33, Section 33.1-33.10 Ordinance is for any reason held by a court component jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

SECTION 4.. **CONFLICTS**

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. **EFFECTIVE DATE**

This Ordinance shall take effect in accordance with the provisions of the Village Charter and applicable law.

PASSED AND ENACTED ON FIRST READING this 8th day of September 2025.

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

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION ON FIRST READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 11.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS' FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Councilmember Litigation against Village

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS' FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, The Village of Palmetto Bay seeks to establish clear and equitable guidelines governing litigation initiated by a sitting Councilmember (hereinafter referred to as the "Initiating Councilmember") or an entity-owned or controlled by the Initiating Councilmember against the Village or Councilmember (hereinafter referred to as the "Defendant Councilmember").

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

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

Section 2. Attorneys' Fees and Costs in Litigation by an Initiating Councilmember or an Entity-Owned or Controlled by an Initiating Councilmember Against the Village or Defendant Councilmember.

In any litigation initiated after the effective date of this ordinance, whether in the form of a complaint, ethics complaint, lawsuit, petition for writ, or other legal action filed against the Village or Defendant Councilmember by an Initiating Councilmember or an entity majority-owned or controlled by the Initiating Councilmember,

the Initiating Councilmember or his entity shall be responsible for paying the attorneys' fees and court costs incurred by the Village or Defendant Councilmember named in the litigation if the Village or Defendant Councilmember is determined to be the prevailing party.

Section 3. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

PASSED ON FIRST READING this 8th day of September, 2025.

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

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-PRR Payment

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, Chapter 119, Florida Statutes styled "Public Records", establishes the definitions, custodial requirements, inspection, exemptions, and violations regarding the public records maintained by respective governments and agencies of the State; and,

WHEREAS, the Village Council has adopted procedures and requirements concerning public records request, including requirements for registering and assigning a request number, for timely production, and for deposits and payments; and

WHEREAS, of recent date, there have been such an inordinate number of public records made by residents, outside entities, Members of the Village Council, and others that it has now resulted in the Village hiring outside staff to handle certain requests; and

WHEREAS, in addition to the sheer number of requests, the number of documents/videos/recordings contained in certain requests requires extensive clerical and supervisory work that further strains the resources of the Village; and

WHEREAS, the current policy of the Village regarding public records requests provides that there shall be no charge if the request takes no more than one hour to complete; and

WHEREAS, Section 2.6 of the Village Charter addresses "Compensation; Reimbursement for Expenses" for the elected officials and authorized employees in accordance with applicable law or as may be otherwise provided by Ordinance**;** and

WHEREAS, the Village Council now wishes to memorialize by Ordinance that public record requests made by a Member of the Village Council that requires more than one hour to complete shall follow the Village's current public records request policy and shall require payment if the request takes more than one hour to complete, and that any payment made shall not, by way of this Ordinance, be defined to be reimbursable to the councilmember.

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

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

Section 2. That a public record request made by a Member of the Village Council that requires more than one hour to complete shall follow the Village's current public records request policy and shall requirement payment if the request takes more than one hour to complete.

Section 3. Pursuant to the language of Section 2.6 of the Village Charter, this Ordinance specifically provides that any payment required by a councilmember for a public records request shall not be deemed a reimbursable expense.

Section 4. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED ON FIRST READING this 8th day of September, 2025.

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

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON TUESDAYS, STARTING SEPTEMBER 9, 2025 TRHOUGH DECEMBER 30, 2025, EXCLUDING HOLIDAYS, FOR THE PURPOSE OF CONDUCTING EDUCATIONAL WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Fanny Carmona, Parks & Recreation Director)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Chabad of Palmetto Bay 9-2025 to 12-2025-Educational WorkshopsTE.doc
RESO-Chabad of Palmetto Bay Educational Workshops 9-2025 to 12-2025 TE.doc
Chabad of Palmetto Bay Sunbiz.pdf
Chabad Women Fee Waiver Form Signed

To: Honorable Mayor and Village Council

Date: September 8, 2025

From: Nick Marano, Village Manager

Re: Fee Waiver – Chabad of Palmetto Bay- 2025 Educational Workshops at Thalatta Estate

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON TUESDAYS, STARTING SEPTEMBER 9, 2025 TRHOUGH DECEMBER 30, 2025, EXCLUDING HOLIDAYS, FOR THE PURPOSE OF CONDUCTING EDUCATIONAL WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

BACKGROUND AND ANALYSIS:

Chabad Jewish Center of Palmetto Bay and Deering Bay, Inc., is directed by Rabbi Zalman and Rebbetzin Chani Gansburg. Rabbi Gansburg was born in Milan, Italy, studied in Rabbinical colleges, in France, England, Israel and Canada, and received his Rabbinical ordination at the Rabbinical College of America. Chani Gansburg was born in Vancouver, Canada, and raised in Johannesburg, South Africa. Chani Gansburg received her teaching degree in Melbourne, Australia. Rabbi Gansburg and Chani met and married in New York, and soon after their wedding they moved to Miami. Both stemming from parents who serve as emissaries of the Chabad movement around the world, Rabbi Zalman and Chani Gansburg are continuing the legacy of being emissaries of the Lubavitcher Rebbe. The Chabad Jewish Center of Palmetto Bay is dedicated to serving all Jews throughout Palmetto Bay with unconditional love and concern for every Jew, regardless of background and affiliation. Chabad of Palmetto Bay would like to host a series of twelve (12) educational workshops at Thalatta Estate in 2025; and is requesting a waiver of all fees in utilization of Estate and associated amenities. Chabad of Palmetto Bay will be required to comply with all applicable rules, regulations, and Ordinances.

FISCAL/BUDGETARY IMPACT:
This estimate is provided for reference purposes only and does not reflect actual spending. The projected value of the park space, if it were to be rented, would be approximately $150 per date. Estimated staff time to support each event is valued at no more than $34 per session. Based on these calculations, the total estimated value for twelve (12) sessions is $2,208.

RECOMMENDATION:
Approval is recommended

Attachments (2):
- Fee waiver application
- Incorporation Status

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO CHABAD OF PALMETTO BAY AND DEERING BAY, INC. ON TUESDAYS, STARTING SEPTEMBER 9, 2025 TRHOUGH DECEMBER 30, 2025, EXCLUDING HOLIDAYS, FOR THE PURPOSE OF CONDUCTING EDUCATIONAL WORKSHOPS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Fanny Carmona, Parks & Recreation Director)*

WHEREAS, Chabad Jewish Center of Palmetto Bay and Deering Bay, Inc. is directed by Rabbi Zalman and Rebbetzin Chani Gansburg; and

WHEREAS, Rabbi Gansburg, was born in Milan, Italy, studied in Rabbinical colleges, in France, England, Israel and Canada, and received his Rabbinical ordination at the Rabbinical College of America; and

WHEREAS, Chani Gansburg, born in Vancouver, Canada, and raised in Johannesburg, South Africa, received her teaching degree in Melbourne, Australia; and

WHEREAS, both met and married in New York, and soon after their wedding they moved to Miami; and

WHEREAS, both stemming from parents who serve as emissaries of the Chabad movement around the world, Rabbi Zalman and Chani Gansburg are continuing the legacy of being emissaries of the Lubavitcher Rebbe; and

WHEREAS, the Chabad Jewish Center of Palmetto Bay is dedicated to serving all Jews throughout Palmetto Bay with unconditional love and concern for every Jew, regardless of background and affiliation**;** and

WHEREAS, Chabad of Palmetto Bay and Deering Bay, Inc. would like to host a series of twelve (12) educational workshops starting September 9, 2025, through December 30, 2025, excluding holidays; and is requesting a waiver of all fees in utilization of Thalatta Estate and associated amenities.

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

Section 1. Chabad of Palmetto Bay and Deering Bay, Inc. is hereby authorized to use Thalatta Estate, on Tuesdays, starting September 9, 2025, through December 30, 2025, excluding holidays, for a total of twelve (12) sessions, for the purpose of conducting educational workshops and associated activities.

Section 2. Any and all established user fees are hereby waived, and Chabad of Palmetto Bay and Deering Bay, Inc. shall have use of the needed park amenities at no cost; with the proviso that the recipient complies with all applicable rules, regulations and ordinances.

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

PASSED and **ADOPTED** this _____ day of September 2025.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

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

_____
John C. Dellagloria

Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiori _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____



Detail by Entity Name

Florida Not For Profit Corporation
CHABAD OF PALMETTO BAY, INC.

Filing Information

Document Number	N06000011651
FEI/EIN Number	26-1368692
Date Filed	11/08/2006
Effective Date	11/10/2006
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	11/23/2020
Event Effective Date	NONE

Principal Address

16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Changed: 01/30/2009

Mailing Address

16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Changed: 01/30/2009

Registered Agent Name & Address

Gansburg, Chneor Zalman
16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Name Changed: 05/21/2020

Address Changed: 01/30/2009

Officer/Director Detail

Name & Address

Title President

GANSBURG, Chneor Zalman
16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Title VP

Raichik, Yosef
10397 Willow Oaks Trail
Boynton Beach, FL 33473

Title Secretary

GANSBURG, CHANA
16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Title Treasurer

Yakov, Fellig
16721 SW 78TH COURT
PALMETTO BAY, FL 33157

Annual Reports

Report Year	Filed Date
2021	04/27/2021
2022	04/24/2022
2023	04/27/2023

Document Images

04/27/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
11/23/2020 -- Name Change	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
12/26/2018 -- Name Change	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/28/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/28/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
05/01/2011 -- ANNUAL REPORT	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
02/09/2009 -- Amendment	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format

01/08/2007 -- ANNUAL REPORT	View image in PDF format
11/08/2006 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations

Village of Palmetto Bay
Parks & Recreation Department

Thallata Estate at Village of Palmetto Bay
Administrative Fee Waiver for Not-For-Profit and Community Groups

Name of Organization: Chabad of Palmetto Bay

Contact Person: Chani Ganzburg FEI/EIN # _____

Title within Organization/Community Group: Co-Director

Address: 16721 SW 78 Ct.

City: Palmetto Bay State: FL Zip Code: 33157

Telephone: 786-208-9222 Web Site Address: www.jewishpalmettobay.org

E-Mail: chabadpalmettobay@gmail.com

Open to the Public: Yes Open to Group Members Only: ____ Annual Membership Dues: $ _____

Date Room Requested: every Tuesday Function Time: From 10AM to 11AM

Number of Hours: 1 Estimated Attendance: 12 Food/Catering: Yes Yes _____ No

Room Rental Purpose: Womans Educataion Class

Please provide a brief outline of your Organization/Community Group and indicate its objectives/services:

Education classes for woman. Starting September 9.

Please provide a written statement of need explaining why fee waiver is being request: Chabad is a non-for profit, and does educational classes open to the public.

I have read, understand and agree to abide by the VOPB Park Rules & Regulations and Facility Rules & Regulations. I attest the applicant organization is eligible and meets the criteria for fee waiver as established in Ord. 2012-12. I understand that the Village has first priority for use of the Thalatta Estate over any nonprofit organization or community group, and the organization or community group will be required to move their meeti ng to another time and/or date to accommodate the Village's use of the room. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund raising ac tivity in the ThalattaEstate, the organization or group will be required to pay the full rental amount. A request for waiver of the rental fees must be issued at least ten (10) days prior to the requested day of use. The Thalatta Estate can only be used for up to ten (10) hours a week by community groups or nonprofits. the Thalatta Estate is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. I will assume full responsibility for cleaning the facility and returning the furnishings to their original position and otherwise have the facility ready for inspection following the rental. I understand and acknowledge that I am the representative of applicant organization and assume complete responsibility for any damage done to the facility or its furnishings during the period of my reservation. I understand the deposit may be refunded if facility is returned to its original condition. The Village of Palmetto Bay values and recognizes the role of community groups and organizations within the Village and I acknowledge the Village Manager shall review the request and award the room rental fee waiver. I understand this decision is final and not subject to appeal.

Signature _____ Date July 31 2025

Approved: ☐ Denied: ☐

Nick Marano, Village Manager

Fanny Carmona Gonzalez, Parks Director

Deposit $1000 Check #: _____ Received by: _____

FACILITY RENTAL RULES & REGULATIONS

Thank you for considering the Village of Palmetto Bay as the venue for your event. Throughout this document, you shall be referred to as the permittee, which shall at all times herein be defined as the party holding the event at The Village of Palmetto Bay's Thalatta Estate. This agreement permits and facilitates rentals; sets governing terms and conditions; and identifies compliance guidelines regarding the rules and regulations as established by the Village of Palmetto Bay.

Thalatta Estate Fees

All rentals are subject to prior written approval from the Director of Parks and Recreation and/or Village Manager.

Weekday Rates:	Weekend Rates:
Garden Lawn: $825	Garden Lawn: $1,457
Outdoor Terrace: $1,375	Outdoor Terrace: $2,475
Ceremony Gazebo Area: $195	Ceremony Gazebo Area: $605
Covered Terrace: $550	Covered Terrace: $1,100
Bride/Groom Suite: $250	Bride/Groom Suite: $550
String Lights: 1 Set- $350 Both Sets- $550	String Lights: 1 Set- $550 Both Sets - $750
Education Room: $150	Education Room: $350
Package Rate: $2,750	Package Rate: $4,600

- All Seniors age 65 and over shall receive a ten percent (10%) discount for Thalatta rentals. Senior must be the primary user.
- $1,000.00 refundable damage/clean-up deposit for any of the above rentals required 30 days prior to event date.
- Package rate includes the entire facility except for the string lights.
- Saturday rentals are restricted to package rate only! Exceptions can be made at the discretion of the Village Manager and/or designee 30 days prior to event date.
- Events exceeding 200 guests will require prior written approval from the Village and may be subject to additional fees
- Valet parking is required on all events over 50 guests. Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay, at existing contractual rate.
- Permittee is required to pay a facility service fee at a rate of $ 2.50 per guest 30 days prior to event date.
- All caterers must provide a copy of all state catering, county licensing and certificate of insurance naming the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as additional insured must be provided to the Village 30 days prior to event date.
- Any and all vendors must remit a damage/clean-up deposit to the amount of $500 and a completed Vendor Permit form. Vendors may choose to remit for contracted event dates or keep continuous deposit on file throughout the established season or annually.
- All vendors must breakdown and remove all equipment, set-ups, supplies, etc., no later than 2 hours following the established event end time. This includes loaned or rented items such as flower vases and/or stands, etc. Vendors shall be assessed (from established deposit) a fee of $200 per hour (or any part of hour) beyond the required load-out deadline.
- Absolutely no sub-contractors will be allowed on the property without prior notification to the Village, receipt of required insurance certifications and approvals.
- Following pre-event load-in, all vendors must park vendor vehicles in the adjacent Deering Point parking lot. This includes employees of vendors
- Vendors agree to participate in a walk-thru inspection with assigned Village staff and sign-off on results. Any vendor failing to complete this post-event inspection must accept the findings of the Village and be responsible for any charges assessed.
- Any and all load-in and/or load-out must occur with vendor trucks, vans, cars, etc, parked on asphalted areas only. At no time may vehicles park on paved areas
- A minimum of two security officers are required for all events over 50 guests. Permittee is to utilize the security services of the Village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the Village Manager, in consultation with the Village's police department.
- Should it be discovered that permittee has underestimated the number of guests attending, the Village reserves the right to arrange for additional security and recapture said expenditures from the permittee's damage/clean-up deposit.
- Weekends include Friday, Saturday, Sunday and all Village recognized holidays
- All fees are subject to applicable sales tax.
- Permittee acknowledges that fees are subject to change.

Employee Discount Rates

- All Village of Palmetto Bay employees should be entitled to one Park Rental at a fifty percent (50%) discount per year.

Reservation and Payment

1. All rental agreements, which shall be uniform, as developed by the Village attorney, shall be arranged through the Parks and Recreation Department and are subject to the approval of the Village Manager, or his/her designee, at (in) his/her sole discretion.

2. Reservations for rentals are on a first come first serve basis

3. A signed, rental permit application and an initial payment equal to fifty percent (50%) of the entire rental fee is due at the time of rental application submittal. No date shall be considered as confirmed until fully executed rental application and initial payments are received.

4. The rental deposit equal to 50 percent of the entire rental fee is refundable within the first 60 days from the date of the request for refund is not within 90 days of event date; after the permittee has signed the rental agreement. Any notice of cancellation must be received in writing to the Village of Palmetto Bay prior to the expiration of the 60-day time period in order to receive a refund. Refund checks will be issued to the permittee within four to six weeks of receipt of cancellation.

5. Permittee must pay the outstanding balance for an event a minimum of 30 days prior to the event, along with the $1,000 security deposit check.

6. For rentals that are initiated less than 30 days to the event, the full rental amount is due at the time the rental agreement is signed and delivered to the Village of Palmetto Bay. All payments must be made in the form of cashier's check, money order or credit card.

7. All payments should be made to "The Village of Palmetto Bay." Any payments made within 30 days prior to the event must be made in the form of cashier's check, money order or credit card. The Village of Palmetto Bay reserves the right to retain deposit and cancel any events that have unpaid balances 30 days prior to the event date. For cancellations made within 30 days of the event date, permittee is financially responsible for total amount of rental fee, and no refunds will be granted.

Vendors/Subcontractors

8. Permittee is responsible for confirming the planned and/or anticipated actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. All subcontractors and/or vendors are required to be registered with the Village of Palmetto Bay, and remit the required $500 damage/clean-up deposit for each event booked. Said vendor registration process requires submittal of contact information; a certificate of liability insurance naming the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as additional insured, including general, automotive, liquor and/or products liability coverage's based on provided services; copy of licenses (as may be required for profession and/or business); description of vehicles; description of uniforms employees will be wearing; and execution of the Village's standard form indemnification agreement - Indemnifying the Village. Permittee or Permittee's designee shall conduct a post-event walk-thru of the facility and sign off on inspection results which may or may not obligate the permittee and/or vendors to remedy conditions noted. Use of sub-contractors by approved vendors must be requested in advance and have prior written approval of the Village of Palmetto Bay

9. Permittee is responsible for ensuring that all subcontractors and vendors are aware of the Village's rules and regulations, and verify completion of required registration, deposits and documentation at least thirty (30) days prior to the event date. A complete list of vendors with contacts' names and phone numbers must be provided two weeks prior to the event. The caterer must schedule an appointment with the Park Reservation Specialist or designee to familiarize themselves with Thalatta Park. Cleaning permits will not be issued unless appointment is made, and all requirements are met.

Note: Kitchen area is for food prep/warming only. Absolutely no cooking of any kind/manner is allowed. Caterers shall identify any exterior cooking planned; methodology and follow all requirements and/or safeguards as mandated by the Village. Misconduct by any vendor or assigned sub-contractor may result in temporary or permanent banning from future bookings at Thalatta Estate.

Event Set-up

10. Permittees are responsible for ensuring that their subcontractors and/or vendors provide sufficient extension cords, electrical panels, etc. to cover the event's electrical needs. Extension cords must be taped-down/coverage to prevent tripping, ensuring the safety of guest and/or event patrons/staff. Any electrical modifications to electrical panel must be submitted in writing and detailed by a licensed electrician or contractor for Village review and approval. Permits may be required as applicable. Permittee agrees to provide any and all electrical requirements anticipated, including total amps needed, which may result in the use of a generator. Should this be the case, permittee agrees to the procurement of a generator, to be operated by a licensed and insured operator, and to be located in a safe and secured area to be approved by the Village.

11. Failure to notify the Parks and Recreation Department of electrical requirements may result in inadequate power or power failure and repairs will be at the expense of the permittee.

12. Permittee or permittee's representative must be on-site to accept deliveries and oversee set up. The Village staff will not act as permittee representative and will not accept or sign for deliveries.

13. Emergency exits, doors, windows, driveways, stairs, or ramps to and from the public areas must not be blocked at any time.

Parking

14. Valet parking is required on all events over 50 guests. Permittee is to utilize the valet service of the Village's authorized vendor, that has a contract to provide such service for the Village of Palmetto Bay. Permittee is to advise the Parks and Recreation Department at least ten days prior to the event of the use of a chartered bus service, which service would be used to facilitate attendee drop-off and parking. No parking is allowed on private property of neighboring residents or within the swale areas of the Village.

Time Restrictions

15. Weddings, receptions, parties and special events must comply with the Village's noise ordinance #04-24 [sections 15-21—15-60] and amplified music must conclude by 11:00 p.m. Any and all amplified music must not exceed levels mandated by the Village Code, i.e. 60 decibels. No new exceptions will be granted past 11 :00pm.

16. Alcoholic beverages service must conclude at least one hour prior to an event's ending time.

Fundraising

17. Village Manager or designee must approve any auction, sale, games of chance, or other such fundraising ventures in accordance with applicable Village, county and/or state laws/ordinances/statutes.

18. A permit to conduct business on the Village of Palmetto Bay's park property may be required.

Alcohol Use

If liquor is sold, and/or consumed during event, an appropriate liquor license must be obtained by contracted vendor and displayed at event. Prior to the event, permittee must provide the Parks and Recreation Director or designee with a copy of the liquor license together with a liquor liability insurance policy in the amount of $1,000,000.00 which names the Village of Palmetto Bay/Thalatta Estate (17301 Old Cutler Road – Palmetto Bay, FL 33157) as an additional insured. Alcoholic beverages shall not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of this permit and forfeiture of any security deposit or monies paid. Additionally, permittee assumes responsibility for his/her guest and/or attendees, gated or otherwise invited, regarding the amount of alcoholic beverages consumed to ensure no one departs the events impaired and unable to safely operate a vehicle and may endanger himself/herself or others

Note: Policy shall allow alcohol to be served at approved functions at Ludovici Park and Thalatta Park, upon the prior written authorization of the Village Manager or designee

Restrictions and Prohibited Items

19. Painting, spray painting, the spraying of cleaning solutions, pesticide, or aerosols is not permitted.

20. Smoking is permitted at Thalatta Park in designated smoking areas only.

21. Fireworks or open flames (example, tiki torches) are not permitted on any part of park property. Use of sparkles, confetti, horse/carriage and/or the like must be requested in advance along with a detailed description of safeguards in place to protect all guests and venue. The cost of any required additional clean-up will be deducted from the security deposit.

22. Decorations shall in no way damage the property, buildings, or furnishings and artifacts. On-site furniture, artwork, and display items may not be moved. Any and all costs for damages to property, buildings, furnishings, artwork, or display items will be charged against the security deposit and additional charges may be assessed against permittee.

23. No alteration, trimming, or cutting of any plants or trees, including sea grasses is allowed. Tree climbing is not permitted. Hunting, fishing, handling, harassing, or disturbing the wildlife is not allowed.

24. Only service animals for persons with disabilities are permitted at park facility.

25. Placement of any item on the grass is subject to the approval of the Parks and Recreation Director or designee. Failure to adhere to this rule may result in additional charges, suspension of privilege of hosting the event or a loss of the security deposit.

26. No dumping of any substance is allowed on the grounds or surrounding areas. This includes any grease, oils and/or charcoals which may have been used during exterior cooking. All exterior cooking must include a protective mat or ground cover to catch any drippings, etc., onto paved or grassed areas.

27. All matters of set-up, decorations, etc. shall be coordinated through the Park Reservation Specialist and/or designated staff person.

28. Permittee may rent or arrange for use, a golf cart for transporting guests to and from the waterside ceremony area. Travel should be along the raised berm along the northern perimeter. Once the ceremony has concluded and guests are participating in the reception and/or scheduled activity, use of the golf cart to make periodic travel to the bay throughout the evening is prohibited.

Event Clean-Up and Breakdown

29. Permittee is responsible for all event clean up and/or ensuring that their contracted vendors are aware of all rules and clean up responsibilities. When permittee and/or contracted vendor leaves the park facility, the facility should look as it did when permittee arrived. Failure to adhere to clean up rules may result in additional charges, and/or a loss of the security deposit. Should the event warrant, permittee are encouraged to retain a private vendor and/or contractual services to accommodate litter control, etc during the event, as well as post-event clean-up. Any labor required by the Village personnel to clean the event site will be done so at an additional charge of $200.00 per hour, deductible from the security deposit. Any balance over the security deposit amount due to clean up shall be invoiced to the permittee.

30. The Village will provide trash cans and liners as needed. All trash must be removed and dumped in appropriate dumpsters located on the property. The Village hourly clean-up fee as described in Paragraph 29 [subsection (i)(1)] above shall be imposed for failure to properly dispose of trash/trash bags.

Building Condition and Appearance

Permittee agrees to accept the event site in "as-is" condition. By executing this permit, permittee shall be deemed to have accepted the event site in acceptable order, condition.

Property Damage Repair and/or Replacement

Any Village property, which is damaged or destroyed during permittee's event, will be subject to repair, replacement, or recompense at the sole cost to the permittee. Where necessary, the security deposit will fund repair, replacement, or recompense to damaged or destroyed property. Where necessary, the Village reserves the right to collect from permittee any charges and/or damages not covered by the security deposit. Permittee agrees to reimburse the Village within 30 days upon proof from the Village of damages, repairs made, and costs incurred in effectuating the repairs.

Inclement Weather

The permittee should establish a backup plan in case of inclement weather. At no time shall the Village of Palmetto Bay be responsible or liable for inclement or bad weather that may in any way affect permittee's event(s) being held at a Village park. Upon issuance of a tropical storm and/or hurricane watch or warning for Miami-Dade County, the Village of Palmetto Bay closes to the public and prepares for the approaching storm. Events scheduled for evenings in which a storm watch or warning is issued for Miami-Dade County will be cancelled. The permittee may select an alternate available date on which to hold their event at the Village park. If the permittee chooses to fully cancel their event at the Village park due to its closing by a storm watch or warning, a refund of monies paid by the permittee will be granted upon written notification of cancellation by permittee to the Village. The Village of Palmetto Bay shall in no way be held responsible for any other costs resulting from a closure due to inclement weather, including a storm warning or watch.

Additional Terms and Conditions

31. Permittee agrees to adhere to all instructions of the Village of Palmetto Bay's staff and/or representatives.

32. Permittee agrees to abide by all federal, state, and local laws.

33. The Village of Palmetto Bay reserves the right to remove from premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to the Village of Palmetto Bay and/or other event guests.

34. The Village of Palmetto Bay reserves the right to cancel this permit at any time, with or without notice, in the event that any term, condition, or promise in this permit has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing and the Village of Palmetto Bay will not be responsible for any consequential damages. The Village also reserves the right to cancel this permit in the interest of public safety or in the event of an emergency. The Village will in no way be responsible for any consequential damages resulting from a closure decision due to an emergency or a closure decision made in the interest of public safety.

35. Permittee shall indemnify and hold harmless the Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of relating to or resulting from the performance of this permit by the permittee or its employees, agents, servants, partners, principals, subcontractors, or vendors. Permittee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

36. Application is not accepted and date is not reserved unless this document is signed and submitted along with the attached original permit application and required deposits.

I Chani Gansburg have read and understand these rules and regulations and accept the terms of the rental permit.

Permittee Signature Chani

Dated 7-31-2025

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney'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 THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Settlement SMC v VPB
Exhibit_A-Offer_of_Settlement
Exhibit_B-MUTUAL_RELEASE_AGREEMENT_-_Cody_v_VPB
Exhibit C - Motion to Dismiss

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, on or about April 10, 2025, Council Member Steve Cody ("Cody") filed a lawsuit in the County Court in and for Miami-Dade County against the Village of Palmetto Bay and Mark Merwitzer (the "Lawsuit"); and

WHEREAS, Steve Cody and the Village of Palmetto Bay (the "Village") are desirous of settling the claims in the Lawsuit involving the Village; and

WHEREAS, an Offer of Settlement pursuant to Rule 1.442 of the Florida Rules of Civil Procedure has been made by Cody to the Village settling all claims made by and between Cody and the Village and a copy of that Offer of Settlement is attached hereto as Exhibit A; and

WHEREAS, under the terms of the Offer of Settlement, in exchange for a dismissal of the Lawsuit against the Village with prejudice, the Village must agree to stipulate to certain terms and conditions; and

WHEREAS, the first stipulation is that Mark Merwitzer ("Merwitzer") failed to take the oath of office on December 9, 2024, for the position for Vice Mayor of the Village in accordance with the law because County Commissioner Danielle Cohen Higgins was not authorized to administer an oath under Section 92.50(1), Florida Statutes; and

WHEREAS, the second stipulation is that Merwitzer failed to complete taking the oath of office for Vice Mayor on December 11, 2025 from the Village Clerk in accordance with the law because he never signed a written oath form in the direct presence of the Village Clerk nor had his signature countersigned by Village Clerk on December 11, 2024 and that his attempt to take the oath was a nullity; and

WHEREAS, the third stipulation is Merwitzer appeared at the office of the Village Clerk on December 16, 2024 prior to the scheduled Zoning Meeting but refused to recite the oath from the Village Clerk and would only sign the oath form without taking the oath, whereafter the Clerk merely acknowledged his signature, which the parties agree was not a valid taking of the oath of office by Merwitzer, meaning that Merwitzer failed to take the oath of office in accordance with the law; and

WHEREAS, the fourth stipulation is that to the date of the adoption of this Resolution, Merwitzer has not taken the oath of office for Vice Mayor in accordance with the law; and

WHEREAS, the fifth stipulation is that total of more than 100 days have elapsed from December 9, 2024, to the date of the adoption of this Resolution; and

WHEREAS, the Offer of Settlement also calls for the signing of a Mutual Release by and between Cody and the Village, with the Mutual Release attached hereto as Exhibit B being acceptable to Cody and the Village; and

WHEREAS, Cody and the Village recognize that neither the Offer of Settlement nor the Mutual Release affect any of the claims raised by Cody against Merwitzer in the Lawsuit and that the Lawsuit can continue against Merwitzer.

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

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

Section 2. The Village Council accepts the Offer of Settlement attached hereto as Exhibit A as proffered by Steve Cody.

Section 3. The Village Council directs the Village Manager to execute the Mutual Release attached hereto as Exhibit B on its behalf.

Section 4. The Village Council directs the Village Attorney to accept the original signed copy of the Dismissal of the Village of Palmetto

Bay with Prejudice and to see to it that it is filed with the Clerk of the County Court in and for Miami-Dade County.

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

PASSED and **ADOPTED** this 8th day of September, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

Mayor Karyn Cunningham _____

Vice-Mayor Mark Merwitzer _____

Council Member Steve Cody _____

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2025-063470-CC-26

STEPHEN CODY,

Plaintiff

vs

VILLAGE OF PALMETTO BAY, FLORIDA and MARK MERWITZER,

Defendants.

OFFER OF SETTLEMENT TO VILLAGE OF PALMETTO BAY ONLY PURSUANT TO RULE 1.442, F.R.Civ. P.

Plaintiff Stephen Cody hereby gives notice of service of an offer of settlement between Plaintiff and the Village of Palmetto Bay, solely, and states:

1. This is an offer of settlement to the Village of Palmetto Bay (hereinafter "the Village"), made pursuant to Rule 1.442 of the Florida Rules of Civil Procedure by Stephen Cody (hereinafter "Cody") in the case styled *Stephen Cody v. Village of Palmetto Bay and Mark Merwitzer*, filed in the County Court of Miami-Dade County, Florida, Case Number 25-63470 CC 26 (hereinafter "the Action").

2. Please note that this offer of settlement **does not** extend to Defendant Mark Merwitzer (hereinafter Merwitzer").

3. This proposal resolves all claims Cody could be awarded in a final declaratory judgment under Section 86.011, Fla. Stat., against the Village in the Action as well as any supplemental relief that could be awarded in the Action pursuant to Section 86.061, Fla. Stat.

4. The condition of this settlement is that the Village will adopt a Resolution (hereinafter "the Resolution") stating that:

a. Merwitzer failed to take the oath of office on December 9, 2024 for the position for Vice Mayor of the Village because County Commissioner Danielle Cohen Higgins was not authorized to administer an oath under Section 92.50(1), Florida Statutes; and

b. Merwitzer failed to complete taking the oath of office for Vice Mayor on December 11, 2025 from Village Clerk Missy Arocha because he never signed a written oath form in the direct presence of Clerk Arocha nor had his signature countersigned by Clerk Arocha on December 11, 2024 and that his attempt to take the oath is a nullity; and

c. Merwitzer appeared at the office of Clerk Arocha on December 16, 2024 prior to the scheduled Zoning Meeting but refused to recite the oath from Clerk Arocha and would only sign the oath form without taking the oath, whereafter Clerk Arocha merely acknowledged his signature, which the parties agree was not a valid taking of the oath of office by Merwitzer; and

d. To the date of the adoption of this Resolution, Merwitzer has not taken the oath of office for Vice Mayor in the manner prescribed by law; and

e. A total of more than 100 days have elapsed from December 9, 2024 to the date of the adoption of this Resolution.

5. There are no monetary terms of this proposal and Cody and the Village will release each other from any monetary damages which may have arisen out of the events detailed in the Complaint in the Action.

6. There are no monetary terms of this proposal for punitive damages and Cody and the Village will release each other from any punitive damages arising out of the events detailed in the Complaint in the Action.

7. Upon adoption of the Resolution incorporating the terms set forth in Paragraphs 4a through and including 4e hereof and the exchange of the releases regarding general damages and punitive damages set forth in Paragraphs 5 and 6 hereof, Cody shall cause a Notice of Dismissal with Prejudice, as against the Village only, to be filed on the docket of the Action with the Clerk of the Couty Court of Miami-Dade County, Florida.

8. The parties understand and agree that the litigation in this case can and will continue against Merwitzer.

9. Both Cody and the Village shall bear their own attorneys' fees and costs.

10. This offer shall remain open until July 14, 2025 at noon Eastern Daylight Savings Time.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via email to Norman Waas, Esq. and to Jessica Hernandez, Esq., counsel for Village of Palmetto Bay, this May 21, 2025.

STEPHEN CODY, *pro se*
15835 SW 91ST Court
Palmetto Bay, FL 33157
Email: stevecody63@yahoo.com
Phone: 786-252-6918

_____

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is entered into on _____, by and between STEPHEN CODY, 15835 SW 91st Court, Palmetto Bay, Florida, 33157 and VILLAGE OF PALMETTO BAY, a Florida municipal corporation, 9705 E. Hibiscus Street, Palmetto Bay, Florida, 33157.

Purpose:

This Release is intended to affect the termination of any duties, advantages, and obligations by either party as hereinafter described.

Recitals:

WHEREAS, disputes and differences have arisen between the parties with respect to the case of STEPHEN CODY v. VILLAGE OF PALMETTO BAY, filed in the County Court in and for Miami-Dade County, Florida, Case Number 2025-063470-CC-26 ("the Case") on April 10, 2025. A copy of the Complaint in the Case attached hereto as Exhibit A. Both parties have agreed to settle said disputes and differences set forth in the Case by executing this mutual release;

WHEREAS, both parties recognize that by the execution of this mutual release, they are relinquishing their respective legal rights with reference to the herein mentioned disputes and differences, both parties agree that in consideration of this execution of this mutual release, STEPHEN CODY and the VILLAGE OF PALMETTO BAY expressly release the other party from all liability for claims and/or demands which may have arisen or which may arise from the Complaint filed in the Case in the Complaint attached hereto;

WHEREAS, the Parties to this Release desire to provide releases under the terms and conditions set forth in this Release; and

NOW, THEREFORE, in consideration of the exchange of mutual releases as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Witnesseth:

1. STEPHEN CODY does hereby release, cancel, forgive and forever discharge VILLAGE OF PALMETTO BAY, a Florida municipal corporation, and its successors and assigns, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the actions set forth in Complaint attached hereto and filed in the Case.

2. The VILLAGE OF PALMETTO BAY, a Florida municipal corporation, does hereby release, cancel, forgive and forever discharge STEPHEN CODY, his successors, heirs, and

assigns from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the actions set forth in Complaint attached hereto and filed in the Case.

3. This Release shall not act as a release of Mark Merwitzer in any capacity for any of the actions set forth in Complaint attached hereto in the Case whatsoever.

Applicable Law:

This Release shall be construed under and in accordance with the laws of the Florida.

Legal Construction:

In the event any one or more of the provisions contained in this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Release shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. The provisions of this Release must be read as a whole and are not severable and/or separately enforceable by either party hereto.

Signatures:

This Release shall be executed by STEPHEN CODY and by Nick Marano, Village Manager on behalf of the VILLAGE OF PALMETTO BAY, a Florida municipal corporation.

_____ Dated:_____
STEPHEN CODY

VILLAGE OF PALMETTO BAY

By:_____ Dated:_____
Nick Marano, Village Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE, ss:

The foregoing Mutual Release was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped

STATE OF FLORIDA,
COUNTY OF MIAMI-DADE, ss:

The foregoing Mutual Release was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____, on behalf of the VILLAGE OF PALMETTO BAY who is ☐ personally known to me or ☐ who has produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

COUNTY CIVIL DIVISION
Case No.: 2025-063470-CC-26

STEPHEN CODY, individually and as a Member of the Palmetto Bay Village Council,

Plaintiff,

vs.

VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation and MARK MERWITZER, individually,

Defendants.
_____/

VILLAGE OF PALMETTO BAY'S MOTION TO DISMISS WITH PREJUDICE

The Defendant, VILLAGE OF PALMETTO BAY, by and through its undersigned counsel, files its Motion to Dismiss with Prejudice, and in support thereof states as follows:

INTRODUCTION

1. This is an action for declaratory and injunctive relief arising out of the swearing-in of Village of Palmetto Bay Vice-Mayor MARK MERWITZER.

2. Plaintiff asks this Court to declare that MARK MERWITZER was not properly sworn into office.

3. Plaintiff further asks this Court to declare that all legislative acts taken by MARK MERWITZER in his capacity as Vice-Mayor are null and void.

4. Finally, Plaintiff asks this Court to afford injunctive relief by (i) barring MARK MERWITZER from acting as Vice-Mayor until he is properly sworn in, (ii) ordering the VILLAGE OF PALMETTO BAY to make a list of all actions taken by MARK MERWITZER in his capacity as Vice-Mayor, (iii) ordering the VILLAGE OF PALMETTO BAY to make a list of all votes cast by MARK MERWITZER in his capacity as Vice-Mayor, and (iv) ordering that the VILLAGE OF PALMETTO BAY retroactively amend all meeting minutes to reflect that MARK MERWITZER was not the Vice-Mayor.

5. Plaintiff is not entitled to declaratory relief because he has failed to plead—and cannot plead—that a bona fide dispute exists. This is because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER. This doctrine makes clear that where the only defect in an elected official's title is a failure to comply with a requirement such as executing an oath, the official may continue to serve—and their public acts are, and remain, valid. Plaintiff's Complaint makes clear that MARK MERWITZER is serving as Vice-Mayor as a consequence of a known and valid election. *See* Compl. at ¶ 11, attached as Exhibit "A." The only defect alleged by Plaintiff concerns the oath of office. Even assuming arguendo that such a defect exists (which it does not), same (i) does not

serve as a bar to MARK MERWITZER acting as Vice-Mayor, and (ii) does not invalidate MARK MERWITZER's public acts as Vice-Mayor.

6. Notwithstanding the foregoing, the VILLAGE OF PALMETTO BAY notes (for purposes of completion) that when measured against the governing authority, the facts alleged by Plaintiff fail to show a deficiency in the swearing in of MARK MERWITZER. Because Plaintiff's factual allegations do not support that there is a genuine issue for this Court to adjudicate, dismissal is appropriate.

7. Finally, although Plaintiff asks for an injunction in his prayer for relief, he fails to plead a separate claim for an injunction. In any event, he is not entitled to the requested to an injunction given the *de facto* officer doctrine.

8. Because amendment of the Complaint would be futile, this Court should dismiss the Complaint with prejudice.

MEMORANDUM OF LAW

A. Motion to Dismiss Standard

As per the Florida Supreme Court, "[t]he function of a motion to dismiss a complaint is to raise as a question of law the sufficiency of the facts *alleged* to state a cause of action." *See Connolly v. Sebeco, Inc.,* 89 So. 2d 482 (Fla. 1956). In evaluating a motion to dismiss, the court confines its consideration to the four corners of the complaint and must accept all well-pleaded allegations as true. *See Alvarez v. E&A Produce Corp.,* 708 So. 2d 997, 999 (Fla. 3d DCA 1998); *see also*

Abrams v. General Insurance Co., 460 So. 2d 572 (Fla. 3d DCA 1984).

Significantly, "[t]o survive a motion to dismiss, a complaint must allege a ***prima facie case***." *Alvarez,* 708 So. 2d at 999 (Fla. 3d DCA 1998) (emphasis added). "Whether a prima facie case has been pled depends on the sufficiency of the plaintiff's allegations of fact, excluding the bare conclusions of the plaintiff." *Id.*; *see also Frank v. Lurie,* 157 So. 2d 431 (Fla. 2d DCA 1963).

When ruling upon a motion to dismiss, the proper inquiry is whether, even if all the allegations in the complaint are accepted as true, the allegations are sufficient to establish a legal cause of action entitling the plaintiff to the requested relief. *See Fox v. Professional Wrecker Operators of Florida, Inc.,* 801 So. 2d 175, 178 (Fla. 5th DCA 2001).

A court's analysis when ruling upon a motion to dismiss necessarily involves examining whether a plaintiff has pled the elements of their claim as well as facts that support said elements; it is well settled that "[t]he complaint ***must set out the elements and the facts that support them*** so that the court and the defendant can clearly determine what is being alleged." *Barrett v. City of Margate*, 743 So. 2d 1160, 1162 (Fla. 4th DCA 1999) (emphasis added); *see also Bell Atlantic Corp. v. Twombly,* 550 US 544 (2007) (noting that "a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and ***a formulaic recitation of a cause of action's elements will***

not do" (emphasis added)); *Clark v. Boeing Company,* 395 So. 2d 1226, 1229 (Fla. 3d DCA 1981) ("Pleadings must contain ultimate facts supporting each element of the cause of action. Mere conclusions are insufficient.").

To state a cause of action, a complaint must comply with Fla. R. Civ. P. 1.110. *Pizzi v. Central Bank and Trust Company,* 250 So. 2d 895, 896 (Fla. 1971). Fla. R. Civ. P. 1.110(b) requires that a pleading contain the following:

> (1) a short and plain statement of the grounds upon which the court's jurisdiction depends, unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to support it, (2) a short and plain statement of the ultimate facts showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader deems himself or herself entitled. Relief in the alternative or of several different types may be demanded. Every complaint shall be considered to demand general relief.

Finally, "[w]hether a prima facie case has been pled depends on the ***sufficiency of the plaintiff's allegations of fact, excluding the bare conclusions of the plaintiff***." *Alvarez v. E & A Produce Corp.,* 708 So. 2d 997, 999-1000 (Fla. 3d DCA 1998) (emphasis added).

B. Plaintiff's factual allegations do not support that there is a genuine issue for this Court to adjudicate.

i. Declaratory Judgment Standard

Pursuant to § 86.021, Fla. Stat., plaintiffs are entitled to declaratory relief under the following circumstances:

> Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

The Florida Supreme Court has stated that individuals seeking declaratory relief must show the following:

> there is a bona fide, actual, present practical need for the declaration; that the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts; that some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts; that there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law; that the antagonistic and adverse interest are all before the court by proper process or class representation and that the relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity. ***These elements are necessary in order to maintain the status of the proceeding as being judicial in nature and therefore within the constitutional powers of the courts.***

Martinez v. Scanlan, 582 So. 2d 1167, 1170 (Fla. 1991) (emphasis added).

ii. Because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER, Plaintiff has not pled—and cannot plead—a *prima facie* case for declaratory relief.

As noted by the Florida Supreme Court, "[a] de facto officer is '[o]ne who,

while in actual possession of the office, is not holding such in a manner prescribed by law.'" *Fla. Bar v. Sibley,* 995 So. 2d 346, 351 (Fla. 2008). A *de facto* officer "exercise[s] the functions of office under color of title, in full view of the public, and in such manner and under circumstances of reputation or acquiescence that would suggest no ineligibility." *Id.* Significantly, "[a] de facto officer exercising the functions of office in consequence of a known and valid appointment or election may serve ***if the only defect in title is a failure to comply with some requirement or condition such as executing an oath or doing so in accordance with a prescribed form.***" *Id.* (emphasis added).

In *Sibley*, the plaintiff "challenge[d] the authority and power of some Supreme Court justices to act as constitutional judicial officers." *Id.* at 347. The plaintiff argued that "the referee who presided in his Bar discipline case and all but one of the justices of th[e] [Florida Supreme] Court [were] without authority to act because they ha[d] allegedly failed to properly execute loyalty oaths to serve as constitutional judicial officers with their respective courts." *Id.* at 347-48. The plaintiff highlighted the lack of notarized oaths under § 876.05, Fla. Stat. *Id.* at 348-49. The Florida Supreme Court observed that "a majority of the Court fulfilled the statute's requirements long before [the plaintiff's] case arose, and all of them had by the time of Sibley's suspension." *Id.* at 349. It further noted that under the Florida Constitution, a ***notarized*** oath was not required. Rather, justices "devote

personal attention to the duties of the office" upon ***reciting*** their oath of office. *Id.* Finally, the Florida Supreme Court stated that "even if the referee or any of the justices inadvertently failed to comply with the technical requirements of section 876.05 by executing a loyalty oath in writing . . . the de facto officer doctrine, which has been long established in Florida, would nevertheless cure any defect." *Id.*

In so ruling, the Florida Supreme Court noted the public policy reasons underpinning the doctrine:

> The de facto officer doctrine was "engrafted on the law for [reasons of] public policy and necessity, in order that the interest of the public and others dealing with the officer might be protected." *Hawthorne,* 28 So. 2d at 593; *see also Sawyer v. State,* 94 Fla. 60, 113 So. 736, 744 (Fla. 1927). As a practical matter, the public is entitled to rely upon the official acts of a person who is exercising the duties of an office and should not be required to inquire regarding an officer's qualifications. Consequently, "[t]he law validates the acts of de facto officers as to the public and third persons on the ground that, though not officers de jure, they are in fact officers whose acts public policy requires should be considered valid." *Sawyer,* 113 So. at 744. In other words, "[a] de facto officer's acts are as valid and binding upon the public or upon third persons as those of an officer de jure." *Kane v. Robbins,* 556 So. 2d 1381, 1385 (Fla. 1989) (on rehearing).

Id. at 351. The court also cited approvingly to its earlier decision in *State ex rel. Bisbee v. Bd. of County Canvassers,* 17 Fla. 9, 16 (1878), where it held that an election inspector's return of the oath bearing an unsigned jurat did not invalidate the official's public acts.

Of note, the Florida Supreme Court has repeatedly cited favorably to its decision in *Sibley* as a basis for denying petitions for writ of quo warranto. *See Hutchison v. Northcutt,* 25 So. 3d 1222 (Fla. 2009); *Lloyd v. Foster,* 9 So. 3d 614 (Fla. 2009); *Coulliette v. Wright,* 4 So. 3d 676 (Fla. 2009).

In the case at bar, the only defect concerns an alleged failure to properly "execut[e] an oath or do[] so in accordance with a prescribed form." Hence, *Sibley* is directly on point and makes clear that even if there was a defect in the swearing in of MARK MERWITZER, such defect is cured under the *de facto* officer doctrine, which states that an officer exercising the functions of office in consequence of a known and valid election may serve. Plaintiff's own Complaint reflects that MARK MERWITZER is indeed exercising the functions of vice-mayor in consequence of a known and valid election:

> In 2024, MERWITZER ran for the office of Vice Mayor against incumbent Leanne Tellam and MERWITZER received a majority of votes in the election and was subsequently declared the winner by the Miami-Dade County Canvassing Board on or around November 15, 2024.

See Exhibit "A" at ¶ 11.

Thus, under *Sibley* and *State ex rel. Bisbee*, not only may MARK MERWITZER continue to serve, but his public acts are, and remain, valid. On this basis alone, the instant lawsuit must be dismissed. Nevertheless, to avoid waiving any arguments, the VILLAGE OF PALMETTO BAY discusses additional grounds

for dismissal below.

iii. Factually, Plaintiff has not pled a *prima facie* case for declaratory relief.

As contemplated by Section 2.3 of the Village Charter, a vice-mayor must be sworn into office; the process of being sworn in marks the conclusion of the predecessor's term, and it marks the commencement of the successor's term.

Pursuant to § 92.50(1), Fla. Stat., "[o]aths, affidavits, and acknowledgments required or authorized under the laws of this state . . . may be taken or administered by or before any judge, clerk, or deputy clerk of any court of record within this state, including federal courts, or by or before any United States commissioner or any notary public within this state." Moreover, "[t]he jurat, or certificate of proof or acknowledgment, shall be authenticated by the signature and official seal of such officer or person taking or administering the same." *Id.*

In the case at bar, Plaintiff submits that a vice-mayor must not only ***take*** their oath of office before a judge, clerk, deputy clerk, United States commissioner, or notary public (hereinafter collectively referred to as "a person authorized to administer oaths"), but they must also have their oath ***administered*** by a person authorized to administer oaths. Plaintiff's position is refuted by the plain text of the very statute he relies upon. Section § 92.50(1)—which is written in the disjunctive—states that an oath may be taken before, or administered by, a person

authorized to administer oaths. Hence, § 92.50(1) is satisfied upon ***the occurrence of either*** (i) taking an oath in the presence of a judge, clerk, deputy clerk, United States commissioner, or notary public, or (ii) having an oath administered by such an individual. Concluding otherwise requires ignoring the plain language of § 92.50(1). It also requires setting aside the principle that "[a] statute should be interpreted to give effect to every clause in it, and to accord meaning and harmony to all of its parts," and that "[a] single word or provision of a statute cannot be read in isolation." *Valencia Res. Homeowners Ass'n v. Boynton Beach Assocs., XIX, LLLP,* 278 So. 3d 714 (Fla. 4th DCA 2019) (quoting *Giamberini v. Dep't of Fin. Servs.*, 162 So. 3d 1133, 1136 (Fla. 4th DCA 2015)).

As set forth in Plaintiff's Complaint, during the swearing-in ceremony on December 9, 2024, MARK MERWITZER took his oath of office. *See* Exhibit "A" at ¶ 25. The oath was administered by Miami-Dade County Commissioner Danielle Cohen Higgins. *Id.* Even accepting as true (as must be done for purposes of the instant motion) Plaintiff's allegations that Commissioner Cohen Higgins is not authorized to administer oaths, Plaintiff's allegations make clear that MARK MERWITZER indeed took his oath in the presence of a person authorized to administer oaths: Village Clerk Missel "Missy" Arocha, a notary public who attended the swearing-in ceremony. *Id.* at ¶ 38.

Moreover, in accordance with § 92.50(1), Commissioner Cohen Higgins and

MARK MERWITZER signed a document titled "Oath Requirement for Elected Office," which set forth the recited oath. *See* Exhibit "B" to Plaintiff's Complaint. Ms. Arocha thereafter acknowledged the signed instrument, as contemplated by § 117.04, Fla. Stat.: "A notary public is authorized to take the acknowledgments of deeds and other instruments of writing for record, as fully as other officers of this state." *See id.* Although Plaintiff contends that such an acknowledgment is not permitted under § 117.03, Fla. Stat., Plaintiff misconstrues this statute.

Section 117.03 merely bars a notary public from taking an acknowledgment of execution "***in lieu*** of an oath if an oath is required." (emphasis added). Hence, if MARK MERWITZER had not taken his oath of office, § 117.03 would have precluded Ms. Arocha from acknowledging his signed Oath Requirement for Elected Office as a substitute for taking the oath. Fatal to Plaintiff's claim, Plaintiff's own allegations reflect that MARK MERWITZER indeed took his oath of office. Thus, Plaintiff has failed to plead facts which support that there is a genuine dispute that MARK MERWITZER was properly sworn in on December 9, 2024.

For purposes of completion, the VILLAGE OF PALMETTO BAY further notes that even if MARK MERWITZER was not properly sworn in on December 9th (which he was), he was sworn in for a second time by December 16th. As alleged in the Complaint, on December 11th, Ms. Arocha administered the oath to

MARK MERWITZER during the Annual State of the Village Address. *See* Exhibit "A" at ¶¶ 41-42. Plaintiff claims that because Ms. Arocha did not have a written copy of the oath with her on December 11th, a second Oath Requirement for Elected Office was not signed until December 16th. *Id.* at ¶¶ 43, 51-52. On December 16th, MARK MERWITZER signed a second Oath Requirement for Elected Office ahead of a non-public "shade session" of the Village Council. Same was also signed by Ms. Arocha. *See* Exhibit "D" to Plaintiff's Complaint. Nevertheless, Plaintiff argues that MARK MERWITZER was not sworn in on December 16th because the signing of the Oath Requirement for Elected Office must occur immediately after the taking/administering of the oath of office. However, § 92.50(1) does not require any such contemporaneity.

C. Plaintiff has failed to plead a claim for injunctive relief. In any event, he is not entitled to same.

Under Fla. R. Civ. P. 1.110(f), "[e]ach claim founded on a separate transaction or occurrence . . . must be stated in a separate count or defense when a separation facilitates the clear presentation of the matter set forth."

As noted by the Third District, the criteria for issuance of a permanent injunction are as follows: "In order to establish a purported entitlement to a permanent injunction, the party requesting the injunction must 'establish a clear legal right, an inadequate remedy at law[,] and that irreparable harm will arise

absent injunctive relief.'" *Tropical Trailer Leasing, LLC v. Miami-Dade Expressway Authority,* 278 So. 3d 198, 201 (Fla. 3d DCA 2019).

As to the second and third elements, the Third District has defined "inadequate remedy at law" and "irreparable harm" as follows:

> "[I]rreparable injury is injury that cannot be cured by money damages." *Lutsky v. Schoenwetter,* 172 So.3d 534, 534 (Fla. 3d DCA 2015) (citing *Grove Isle Ass'n, Inc. v. Grove Isle Assocs., LLLP,* 137 So.3d 1081, 1092 (Fla. 3d DCA 2014)). And, "[t]he test for unavailability of an adequate remedy at law, under these requirements, is 'whether a judgment can be obtained, not whether, once obtained, it will be collectible.'" *Lopez–Ortiz v. Centrust Sav. Bank,* 546 So.2d 1126, 1127 (Fla. 3d DCA 1989) (citations omitted).

Sammie Investments, LLC v. Strategica Capital Associates, Inc., 247 So. 3d 596 (Fla. 3d 2018); *see also Liza Danielle, Inc. v. Jamko, Inc.,* 408 So. 2d 735, 738 (Fla. 3d DCA 1982) (stating that "[i]rreparable injury is an injury of such a nature that it cannot be redressed in a court of law, or, as the rule has been otherwise stated, the injury must be of a peculiar nature, so that compensation in money cannot atone for it," and that "[l]ack of an adequate remedy at law is a prerequisite for equitable relief, and furthermore, 'an injunction will not lie where there is a choice between the ordinary processes of law and the injunction, the former being sufficient to furnish the full relief to which the complaining party is entitled').

In the case at bar, Plaintiff has failed to expressly plead a claim for injunctive relief; he merely requests injunctive relief in his prayer for relief. This is

insufficient under Rule 1.110(f). Additionally, Plaintiff has failed to plead that he has a clear legal right to the requested injunctive relief. He has also failed to plead irreparable harm. Additionally, under *Sibley* and *State ex rel. Bisbee*—and under *Sibley*'s progeny denying petitions for writ of quo warranto (e.g., *Hutchison*, *Lloyd*, and *Coulliette*)—Plaintiff cannot state a claim for injunctive relief because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER. Therefore, as a matter of law, even if there was a defect in the swearing in, there is no bar to MARK MERWITZER acting as Vice-Mayor, and there can be no invalidation of MARK MERWITZER's public acts as Vice-Mayor.

D. Dismissal should be with prejudice.

Fla. R. Civ. P. 1.190 governs amendments of pleadings. Courts have construed this rule to mean that "leave to amend should not be denied unless the privilege has been abused, there is prejudice to the opposing party, or amendment would be futile." *Thompson v. Bank of N.Y.,* 862 So. 2d 768, 770 (Fla. 4th DCA 2003) "[A] proposed amendment is futile where it is insufficiently pled" as "a matter of law." *Id.*

Given the *de facto* officer doctrine, Plaintiff cannot state a cause of action. Amendment would, thus, be futile.

CONCLUSION

For the reasons stated herein, this Court should dismiss the Complaint with

prejudice. Plaintiff cannot state a cause of action because the *de facto* officer doctrine unequivocally supports that MARK MERWITZER has been properly exercising his office as Vice-Mayor, and neither his office nor his legislative acts can be invalidated by a mere deficiency in being sworn into office. Regardless, the facts pled by Plaintiff supports that MARK MERWITZER was properly sworn in.

WHEREFORE, the Defendant, VILLAGE OF PALMETTO BAY, respectfully requests that this Honorable Court grant its Motion to Dismiss with Prejudice, and that it afford any and all other relief deemed just and proper.

RULE 1.202 CERTIFICATE

Because this motion seeks dismissal for failure to state a claim upon which relief can be granted, I certify that conferral prior to filing is not required under Rule 1.202.

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By: */s/ Norman M. Waas*
Norman M. Waas
Florida Bar No.: 614432
Jessica M. Hernandez
Florida Bar No.: 1025436

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to the attorneys listed on the attached service list, by e-mail, on May 6, 2025.

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SERVICE LIST
Cody v. Village of Palmetto Bay

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IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 25-63470 CC26

FILED FOR RECORD
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CIRCUIT AND COUNTY
COURTS
MIAMI-DADE COUNTY

STEPHEN CODY, individually and as a Member of the Palmetto Bay Village Council,

Plaintiff,

versus

VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation, and MARK MERWITZER, individually,

Defendant.

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff STEPHEN CODY, *pro se*, brings this action against Defendants VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation, and MARK MERWITZER, individually, for declaratory and injunctive relief, and states as follows:

Jurisdiction and Venue

1. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes (2025) seeking to declare that Defendant MARK MERWITZER failed to take the oath of office in the manner prescribed by law and is not a member of the Village Council of the Village of Palmetto Bay and this action is within the Court's equitable jurisdiction.

2. This is also an action for permanent injunctive relief and for such other relief as the Court deems just and proper and this action is within the Court's equitable jurisdiction.

3. This Court has jurisdiction to grant declaratory and injunctive relief. *See* §§86.011, 86.021, 86.101, Fla. Stat. (2025).

4. Venue is proper in Miami-Dade County because Defendant VILLAGE OF PALMETTO BAY is in Miami-Dade County, Defendant MARK MERWITZER is a resident of Miami-Dade County, and all actions described herein occurred in Miami-Dade County, Florida.

5. All conditions precedent to the institution of this lawsuit have been met, satisfied, or waived.

The Parties

6. Plaintiff STEPHEN CODY (hereinafter "CODY") is a resident of the Village of Palmetto Bay, Miami-Dade County, Florida and a registered voter therein. CODY is also a member of the Palmetto Bay Village Council.

7. Defendant VILLAGE OF PALMETTO BAY (hereinafter "the VILLAGE") is a municipal corporation with its principal place of business in Village Hall, 9705 East Hibiscus Avenue, Palmetto Bay, Florida 33157 in Miami-Dade County, Florida. The governing body for the VILLAGE is the Palmetto Bay Village Council. The Village Council consists of the Mayor, the Vice Mayor, and three Council Members.

8. Defendant MARK MERWITZER (hereinafter "MERWITZER") is a natural person and who, on information and belief, resides in the Village of Palmetto Bay, Florida and is a registered voter therein.

The Facts

9. Section 2.3(A) of the Charter of the Village of Palmetto Bay at all times material hereto provided and still provides:

> Section 2.3 Election and Term of Office.
>
> (A) Election and Term of Office. The Mayor, Vice-Mayor and each Council member shall be elected at-large for four year terms by the electors of the Village in the manner provided in Article V of this Charter. **Said term shall end upon the swearing in of his/her successor.** (Emphasis added.)

10. CODY was elected as a Council Member to the Village Council of Palmetto Bay, Florida in November 2020 and was subsequently reelected in November 2024.

11. In 2024, MERWITZER ran for the office of Vice Mayor against incumbent Leanne Tellam and MERWITZER received a majority of votes in the election and was subsequently declared the winner by the Miami-Dade County Canvassing Board on or around November 15, 2024.

12. The term of office for CODY and MERWITZER is for a period of four years which was to commence on December 9, 2024, at a swearing-in ceremony prior to the Regular Council Meeting scheduled immediately thereafter.

13. Palmetto Bay Council Members, including the Mayor and Vice Mayor, are required to take an oath of office before joining the Village Council.

14. Section 92.50(1), Fla. Stat. (2025), provides:

> 92.50 Oaths, affidavits, and acknowledgments; who may take or administer; requirements. —
>
> (1) IN THIS STATE.—**Oaths, affidavits, and acknowledgments required or authorized under the laws of this state** (except oaths to jurors and witnesses in court and such other oaths, affidavits and acknowledgments as are required by law to be taken or administered by or before particular officers) **may be taken or administered by or before any judge, clerk, or deputy clerk of any court of record within this state, including federal courts, or by or before any United States commissioner or any notary public within this state.** The jurat, or certificate of proof or acknowledgment, shall be authenticated by the signature and official seal of such officer or person taking or administering the same; however, when taken or

> administered by or before any judge, clerk, or deputy clerk of a court of record, the seal of such court may be affixed as the seal of such officer or person. (Emphasis added.)

15. Thus, Florida law limits the persons who can administer oaths to judges of any court of record within this state, including federal courts, the clerk or a deputy clerk of court, including federal courts, or by and before any United States commissioner, or by and before any notary public within this state. *See* Attorney General Opinion 96-41.

16. The phrase "United States commissioner" as used in Section 92.50(1) does not refer to a county or city commissioner.

17. Florida county commissioners are not included in the categories of persons who are authorized to administer oaths in the State of Florida under Section 92.50(1).

18. After the November 2024 election, MERWITZER announced via an email to the members of the Village Council, including CODY, that he was going to be sworn in by Miami-Dade County Commissioner Danielle Cohen Higgins. A copy of that email is attached hereto as Exhibit A.

19. Commissioner Cohen Higgins was not a judge, clerk, or deputy clerk of any court of record within this state, nor a notary public within this state at any of the times relevant hereto.

20. Palmetto Bay Village Attorney John Dellagloria was aware that Commissioner Cohen Higgins was not qualified to administer the oath of office to MERWITZER under Section 92.50(1).

21. Dellagloria told MERWITZER that he needed to be sworn in by someone qualified to administer oaths under the law. MERWITZER inquired as to whether he could get sworn in by the Village Clerk prior to the ceremony on Monday, December 9, 2024 and then take a symbolic swearing in at the public ceremony. Dellagloria told MERWITZER that he could.

22. Village Clerk Missy Arocha is a commissioned notary public in the State of Florida.

23. MERWITZER did not appear in the office of the Village Clerk prior to the public ceremony on December 9, 2024 to be sworn in by Village Clerk Arocha and he was not sworn in by any other notary, a judge, the clerk of courts, or a deputy clerk or any other person qualified to administer an oath under Section 92.50(1).

24. CODY took his oath of office on Monday, December 9, 2024 from Village Clerk Arocha during the public ceremony on December 9, 2024.

25. MERWITZER took the oath from Commissioner Cohen Higgins. He signed a written copy of the oath and Cohen Higgins signed it as the person who had administered the oath to him. A copy of the written oath executed by MERWITZER and Cohen Higgins is attached hereto as Exhibit B.

26. Commissioner Cohen Higgins was not authorized under section 92.50(1) to administer the oath of office to MERWITZER and, as such, the attempt to swear MERWITZER into the office of Vice Mayor was a nullity.

27. MERWITZER took a seat on the dais after Commissioner Cohen Higgins administered the oath to him and he participated in the Regular Council meeting, making motions, seconding motions, and casting votes.

28. Because the law requires that an elected official take the oath of office from someone authorized under the law to administer the oath, MERWITZER was not a member of the Village Council when he sat on the dais during the Regular Council Meeting on December 9, 2024 and all of the actions he took as Vice Mayor were a nullity.

29. Section 117.05(13)(a), Fla. Stat. (2025) (hereinafter "the Form"), contains the jurat notarial certificate adopted by the Florida Legislature containing each of the elements that must be satisfied when a notary administers an oath, like an oath of office, and provides:

> STATE OF FLORIDA
> COUNTY OF _____
>
> Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of_____, _____(year) , by _____ (name of person making statement).
>
> _____
> (Signature of Notary Public - State of Florida)
> (Print, Type, or Stamp Commissioned Name of Notary Public)
>
> ___ Personally Known OR ___Produced Identification
>
> Type of Identification Produced _____

30. According to the Form adopted by the Florida Legislature in section 117.05(13)(a), Fla. Stat. (2025), there are several distinct steps that must be accomplished for a declarant to take an oath.

31. The Form uses the term "Sworn to (or affirmed)" which means the declarant must recite the oath out loud after the oath has first been stated out loud by the notary public.

32. The Form uses the term "and subscribed" meaning that the declarant must sign a written copy of the oath close enough physically to the notary so the notary can see the declarant place his or her signature on the paper being signed, or in the case of an online notarization, in full video view of the notary.

33. The Form uses the term "before me" meaning that the oath must be done by and before the direct presence of the notary, or in the case of an online notarization, in full video view of the notary.

34. The Form includes a space for the name of the declarant following the word "by".

35. The Form includes a line for the signature of the notary and an indication that the notary must include a printed, typed, or stamped name of the notary as contained in the notary commission.

36. The Form also includes space for the notary to fill in the day, month, and year of the date that all the events described in Paragraphs 31 through 35 took place.

37. The inclusion of a space for a single date consisting of a day, month, and year indicates that it was the intent of the Florida Legislature that the events described in Paragraphs 31 through 36 all take place contemporaneously.

38. Although Village Clerk Arocha was present in the Council Chambers on December 9, 2024, when Commissioner Cohen Higgins recited the oath to MERWITZER and when MERWITZER repeated it back to COHEN HIGGINS, and thus Cohen Higgins administered the oath to MERWITZER, Village Clerk Arocha's presence did not meet the requirements found in the Form or the word "administer" as used in Section 92.50(1).

39. On December 9, 2024, the Village Clerk did not recite the oath to MERWITZER, MERWITZER did not repeat the oath back to the Village Clerk, MERWITZER did not sign the written copy of the oath directly in front of the Village Clerk where she could see his writing hand, and the Village Clerk did not notarize the copy of the oath that MERWITZER had signed.

40. Thus, MERWITZER was not sworn into office on December 9, 2024 and was not a member of the Village Council as of that date.

41. The Village of Palmetto Bay held its Annual State of the Village Address by the Village Mayor, Karyn Cunningham, at a seaside manor house in the Village's Thalatta Estate park on the evening of Wednesday, December 11, 2024.

42. MERWITZER showed up at the State of the Village site where Village Clerk Arocha was checking in guests. There, he demanded that the Clerk swear him in again. The Village Clerk tried to get him to wait until the following morning. MERWITZER refused. The Village Clerk administered the oath to MERWITZER and MERWITZER repeated the oath.

43. However, because the Village Clerk was not aware that MERWITZER was going to show up and demand to be sworn in, the Clerk did not have a written copy of the oath for him to sign and, without a signed oath, there was nothing for the Clerk to notarize.

44. MERWITZER knew that he would need to bring the written oath form when he got sworn in, but MERWITZER failed to do so.

45. On December 6, 2024, the Village Clerk sent an email to both CODY and MERWITZER that enclosed a copy of the form that had to be filled out and notarized to make the swearing into office official. A copy of that email is attached to hereto as Exhibit C.

46. Because MERWITZER did not execute the written form of the oath on December 11, 2024 and because there was no signed written form of the oath for the Village Clerk to notarize, MERWITZER did not meet all the legal requirements to be sworn into office on December 11, 2024.

47. After the two failed efforts to be sworn in on December 9 and 11, 2024, Village Attorney John Dellagloria directed MERWITZER to come to Village Hall prior to the meetings scheduled for the evening of December 16, 2024 for the purpose of another attempt to be sworn in.

48. The Village Council was scheduled to convene in a non-public shade session, on December 16, 2024, prior to the Zoning Hearing.

49. Section 286.011(8), Fla. Stat. (2025), allows litigation strategy or settlement meetings to be held in private. Thus, in the "shade". The statute limits the persons who may attend such a meeting to the members of the governing board of the entity, the chief executive officer of the governmental entity, and the entity's attorneys.

50. If MERWITZER attended a shade session without having been legally sworn in, the Village would automatically waive privilege and would have to immediately release the transcript of the meeting.

51. MERWITZER appeared at the office of the Village Clerk on December 16, 2024 for the purpose of taking the oath of office from the Village Clerk, reciting the oath, signing a written copy of the oath in front of the Clerk, and to have the Village Clerk notarize the signed written oath.

52. However, when he appeared before the Village Clerk and in the presence of Village Attorney John Dellagloria and Deputy Village Clerk Melissa Dodge, MERWITZER refused to listen to Village Clerk Arocha recite the oath and refused to repeat the oath back to Clerk Arocha. Instead, all that MERWITZER agreed to do was to sign a new written copy of the oath form.

53. Dellagloria directed the Village Clerk to accept MERWITZER's signature on the oath form without MERWITZER having recited the oath and directed the Village Clerk to notarize the document.

54. The document signed by MERWITZER and notarized by the Village Clerk on December 16, 2024, is attached hereto as Exhibit D.

55. Exhibit D is an acknowledgement of MERWITZER's signature and not an indication that he took the oath of office.

56. Section 117.03, Fla. Stat. (2025) provides:

> 117.03 Administration of oaths. — A notary public may administer an oath and make a certificate thereof when it is necessary for the execution of any writing or document to be published under the seal of a notary public. **The notary public may not take an acknowledgment of execution in lieu of an oath if an oath is required.** (Emphasis added.)

57. Section 117.04, Fla. Stat. (2025) provides: "117.04 Acknowledgments. — A notary public is authorized to take the acknowledgments of deeds and other instruments of writing for record, as fully as other officers of this state."

58. Because the Village Clerk made an acknowledgement of MERWITZER's signature, the document attached hereto as Exhibit D does not fulfill the requirements of an oath.

59. MERWITZER was not sworn in on December 16, 2024 because he refused to recite the oath. At best, the Village Clerk merely acknowledged his signature, which, according to Section 117.03, cannot take the place of an oath where an oath is required.

60. Village Attorney Dellagloria was aware of the problems with MERWITZER's abortive attempts at being sworn in. At the January 13, 2025 Regular Council Meeting, Cody objected to the Minutes of the December 9, 2024 meeting on the grounds that MERWITZER had not been sworn in on that date, but that the minutes reflected MERWITZER as the Vice Mayor. In response, Dellagloria stated:

> Just to put an end to this, the person sitting next to me is the Vice Mayor of the city. He took an oath of office, he signed the jurat and there is nothing that Mr. Cody, Councilman Cody has stated in any of his documents or in any of his statements, that those two things have to happen at the same time.

61. At the February 3, 2025 Regular Council Meeting, Cody again objected to the Minutes of the January 13, 2025 meeting that showed that MERWITZER as the Vice Mayor. Dellagloria responded to that by saying: "Mr. Merwitzer was sworn in, in my opinion, on December 11 when he took the oath in front of the Village Clerk. Subsequently, he signed the appropriate documentation."

62. However, Village Attorney Dellagloria's certainty at the beginning of the February 3, 2025 Regular Council Meeting that MERWITZER had been properly sworn in on December 11, 2024 began to evaporate by the middle of the Regular Council Meeting a few hours later.

63. On February 3, 2025, beginning at 9:03 PM this text message exchange began to take place between Dellagloria and CODY:

Dellagloria (9:03 PM):	I have a solution.
Cody (9:11 PM):	What?
Dellagloria (9:24 PM):	To the swearing in.
	If you agree that on the 11th he took the oath in front of Missy, we will creat [sic] a form that states on the 11th he took the oath and "force" him to sign the form as the statute requires a signed form
Dellagloria (9:40 PM):	If doesn't sign, I opine that he can't sit as the form he previously signed are [sic] void due to unintentional errors.

64. Publicly, Dellagloria twice loudly asserted that MERWITZER had been properly sworn in. Privately, however, Dellagloria acknowledged that MERWITZER had not been properly sworn in and Dellagloria was willing to bargain with CODY, saying that a new form could be created in February 2025 that would somehow reach back and correct the errors made

throughout this whole swearing-in debacle, including the attempt to swear MERWITZER in on December 11, 2024.

65. By implication, Dellagloria's assertions in the text message exchange appear to acknowledge that MERWITZER was not properly sworn in on December 9, 2024 or December 11, 2024, and confirmed that the swearing in on December 11, 2024 was "void" because MERWITZER had not signed a form "as the statute requires a signed form".

66. At the December 9, 2024 Regular Council Meeting and at all meetings thereafter, MERWITZER made motions and seconded items and cast votes. He also participated in discussions and debates.

67. Beginning at the January 13, 2025 Regular Council meeting and at subsequent meetings, MERWITZER placed items on the Agenda for consideration by the Village Council.

68. Beginning at the January 13, 2025 Regular Council meeting and at subsequent meetings, MERWITZER made motions and seconded items and cast votes.

69. MERWITZER has also appointed members to various advisory committees in Palmetto Bay and has been appointed as the Council Liaison to one of the advisory committees.

70. Members of the public who are not Members of the Village Council, or who are not a Charter Officer, or who are not a Village of Palmetto Bay Department Director cannot place items on the Village Council Agenda, participate in Village Council discussions or debate, sit as Council Liaisons on Village Committees, or appoint residents to Village Committees.

Count I – Declaratory Judgment

71. CODY repeats and realleges Paragraphs 1 through 70 as if set forth herein.

72. This count is an action for declaratory judgment, pursuant to section 86.011, et. seq., Florida Statutes, seeking a declaration from the Court that MERWITZER was not legally

sworn in as the Palmetto Bay Vice Mayor on either December 9, 2024, December 11, 2024, or December 16, 2024.

73. This Count is also for associated injunctive relief.

74. All elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration as to whether MERWITZER has lawfully taken the oath of office and assumed the office of Vice Mayor of the Village of Palmetto Bay.

b. The declarations sought deal with present controversies as to an ascertainable set of facts.

c. Both as a voter in Palmetto Bay and as a member of the Palmetto Bay Village Council, the rights and privileges of CODY are dependent upon the law applicable to the facts.

d. MERWITZER's participation on the Village Council, if he has not been legally sworn in, is dilutive of CODY's interests as a voter in the Village and as a Member of the Village Council.

e. CODY, MERWITZER, and the VILLAGE have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

f. The antagonistic and adverse interests of CODY, MERWITZER, and the VILLAGE are all before this Court.

g. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity but stems from an actual controversy.

Prayer for Relief

WHEREFORE, CODY respectfully requests that judgment be entered in his favor:

a) Declaring that pursuant to Chapter 117, Fla. Stat. (2025) there are seven separate and distinct elements to the giving of an oath by a notary public in the State of Florida, to wit:

1. The oath must be administered to the declarant in the direct physical presence of the notary either in person or via an online notarization by the notary;
2. A declarant must recite the oath of office out loud after the oath has first stated out loud by the notary public, or alternatively, manifestly state his or her agreement to the terms of the oath;
3. The declarant must sign a written copy of the oath close enough to the notary so the notary can see the declarant place his or her signature on the paper being signed or, in the case of an online notarization, in full view of the notary;
4. The notary must fill in the name of the declarant on the jurat notarial certificate;
5. The notary must make his or her signature on the line for the signature of the notary and must include the printed, typed, or stamped name of the notary as contained in the notary commission;
6. The notary must indicate on the jurat notarial certificate that the declarant is either known to the notary or that the declarant has produced satisfactory identification; and

7. The space for the day, month, and year on notarial jurat certificate must include the date that all the events described in Paragraphs 1 through 6 of this subsection a) to the Prayer for Relief took place.

b) Declaring that inclusion of a space for a single date consisting of a day, month, and year indicates that it was the intent of the Florida Legislature that the events described in this subsection a) to the Prayer for Relief take place contemporaneously.

c) Declaring that County Commissioner Daniele Cohen Higgins was not authorized under Section 92.50(1) to administer the oath of office to MERWITZER.

d) Declaring that MERWITZER was not sworn into office as the Palmetto Bay Vice Mayor on December 9, 2024.

e) Declaring that because MERWITZER did not subscribe his signature to a written copy of the oath of office on December 11, 2024 and that because the Village Clerk could not, therefore, notarize MERWITZER's signature on a written copy of the oath, and that MERWITZER was not sworn into office as the Palmetto Bay Vice Mayor on December 11, 2024.

f) Declaring that because the jurat notarial certificate contains a place for only a single date consisting of one day, one month, and one year, that the Village Clerk could not administer the oath to MERWITZER and MERWITZER could not recite the oath on December 11, 2024 and thereafter when MERWITZER signed the written form of the oath on December 16, 2024 and the Village Clerk notarized the written oath on December 16, 2024, it did not meet the legal requirements for the administration of the oath of office to MERWITZER.

g) Declaring that MERWITZER's mere signing of the written oath form on December 16, 2024 without the Village Clerk having first recited the oath to MERWITZER and then without MERWITZER repeating the oath back, and then the Village Clerk's signing of the jurat notarial certificate, meant that the Village Clerk merely acknowledged MERWITZER's signature under Section 117.04, Fla. Stat. (2025).

h) Declaring that the Village Clerk's acknowledgement of MERWITZER's signature on December 16, 2024 could not act in the stead of the oath of office required by the Village Charter and was not in compliance with Section 117.03, Fla. Stat. (2025).

i) Declaring that MERWITZER was not sworn into office on December 16, 2024.

j) Declaring that all actions taken by MERWITZER as the Vice Mayor commencing on December 9, 2024 through such time as MERWITZER takes the oath in accordance with the law, including but not limited to, appointing members to Village Committees, acting as a Council Liaison to Village committees, placing items on the Agenda of the Village Council, moving or seconding items on the Agenda of the Palmetto Bay Village Council, making motions or seconding motions during Regular Council Meetings, Zoning Hearings, and meetings of the Local Planning Agency, and voting on items brought before the Palmetto Bay Village Council, are null, void, and of no force and effect.

k) Entering an injunction barring MERWITZER from taking any actions as the Vice Mayor in the future, which injunction should be conditioned for dissolution upon his lawfully taking the oath of office of Vice Mayor from a person qualified under

Section 92.50(1) to administer the oath, MERWITZER's recitation of the oath, MERWITZER's signing of the oath, and the notarization of the oath in accordance with the requirements of Section 92.50(1) and Chapter 117, Fla. Stat. (2025)

l) Declaring that MERWITZER's lawful taking of the oath would only have a prospective effect going forward from the date of his legal swearing in and would not have any retroactive or curative effect on any actions taken prior thereto.

m) Entering an injunction directing the VILLAGE to make a list of all actions taken by MERWITZER as Vice Mayor from December 9, 2024 to the date upon which MERWITZER legally takes the oath of office as Vice Mayor and to separately prepare an inventory of all votes cast by MERWITZER where he was the deciding vote on an item, motion, or issue.

n) Declaring that all items placed on any Agenda by MERWITZER from December 9, 2024 to the date upon which he legally takes the oath of office as Vice Mayor are null, void, and of no effect.

o) Enter an injunction directing the VILLAGE to amend and correct all minutes of any meetings to reflect that MERWITZER was not the Vice Mayor from December 9, 2024 to the date upon which he legally takes the oath of office as Vice Mayor.

p) Granting such other and further relief as this Court deems just and proper.

STEPHEN CODY, *pro se*
15835 SW 91st Court
Palmetto Bay, FL 33157
Tel: 786-252-6918
Email: SteveCody63@yahoo.com

STEPHEN CODY

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 9 day of APR, 2025 (year), by Stephen Cody (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known OR ✓ Produced Identification

Type of Identification Produced FL DRIVERS LICENSE

DANIELA PILOTO
Notary Public - State of Florida
Commission # HH 392722
My Comm. Expires Apr 30, 2027

EXHIBIT A

Subject: Honored to Be Sworn In by Commissioner Danielle Cohen Higgins
Date: Tuesday, November 26, 2024 at 7:43:37 AM Eastern Standard Time
From: Mark Merwitzer <mmerwitzer@palmettobay-fl.gov>
To: Fanny Carmona <fcarmona@palmettobay-fl.gov>, Missy Arocha <marocha@palmettobay-fl.gov>
CC: Village Council <Council@palmettobay-fl.gov>, district8@miamidade.gov <district8@miamidade.gov>

Dear Council and Staff,

I am incredibly honored to share that Commissioner Danielle Cohen Higgins will be swearing me in as Vice Mayor. This is a deeply meaningful moment for me because of the immense respect I have for her work and the example she sets as a leader.

Her relentless fight to stop the massive development project that would have moved the Urban Development Boundary shows how important the environment and our residents' quality of life are to her. Most recently, she sponsored and passed a groundbreaking stormwater management and flood mitigation ordinance which sought to enhance at resilience and safeguard Biscayne Bay.

What inspires me most is the way she always puts residents first, making decisions with transparency, integrity, and a genuine care for the people she serves. While we may not always agree on every issue, I greatly admire her way of leadership in ensuring all perspectives are considered. I also admire her ability to navigate complex challenges with honesty and a focus on what's best for the community. Her leadership reminds me of the importance of staying grounded in purpose and fighting for what's right, no matter how tough the challenge.

Having her swear me in is an honor I will never forget, and I hope to carry forward the same passion and she brings to her work.

Sincerely,
Vice Mayor-Elect Mark Merwitzer

EXHIBIT B

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

Mark Mermitzer
Signature

Mark Mermitzer
Print Name

12/09/2024
Date

Name of person administering Oath:

Print Name

Signature

12/9/2024
Date

Witness: R Mermitzer
Signature & Print Name

Witness: Craig Mermitzer
Signature & Print Name

VILLAGE OF PALMETTO BAY INCORPORATED 2002

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument ("Oath Requirement for Elected Office") was acknowledged before me this 9th day of December 2024, by Mark Merwitzer who is personally known to me.

NOTARY PUBLIC

Missel Arocha
Printed Name

Seal:

MISSEL AROCHA
Notary Public - State of Florida
Commission # HH 178221
My Comm. Expires Nov 3, 2025
Bonded through National Notary Assn.

12/09/24
Date

EXHIBIT C

Steve Cody **Friday, March 21, 2025 at 13:57:31 Eastern Daylight Time**

Subject: Oath Requirement of Elected Office
Date: Friday, December 6, 2024 at 11:52:44 AM Eastern Standard Time
From: Missy Arocha <marocha@palmettobay-fl.gov>
To: Mark Merwitzer <mmerwitzer@palmettobay-fl.gov>, Steve Cody <scody@palmettobay-fl.gov>
CC: Missy Arocha <marocha@palmettobay-fl.gov>, John Dellagloria <jdellagloria@palmettobay-fl.gov>, Nick Marano <nmarano@palmettobay-fl.gov>, Melissa Dodge <mdodge@palmettobay-fl.gov>
Priority: High
Attachments: image001.png, Oath Requirement-Elected Office-Vice Mayor.pdf, Oath Requirement-Elected Office-Councilmember.pdf

Good morning, Vice Mayor Elect-Merwitzer and Councilmember Cody.

As part of the process for assuming elected office, please find attached a copy of the **Oath Requirement of Elected Office** for your records. This document outlines the official oath that must be completed and administered as part of your transition into office.

@Mark Merwitzer Please share it with Commissioner Danielle Cohen Higgins, as she will be administering your oath during the Swearing-In Ceremony on the evening of December 9, 2024. Once the document has been executed, I will need the original for our records.

I have the honor of being asked to administer the Oath of Office for @Steve Cody, and I will ensure that your Oath is completed as well.

If you have any questions or require further clarification, please don't hesitate to reach out to me.

Congratulations once again, and we look forward to working with you on your new term.

Respectfully,

Missy Arocha, MPA
Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

_____ Signature

_____ Print Name

_____ Date

Name of person administering Oath:

_____ Print Name

_____ Signature

_____ Date

Witness: _____ Signature & Print Name

Witness: _____ Signature & Print Name



Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Councilmember*) on which I am now about to enter.

_____ _____

Signature Print Name

_____

Date

Name of person administering Oath:

_____

Print Name

_____

Signature

_____

Date

Witness: _____

Signature & Print Name

Witness: _____

Signature & Print Name

EXHIBIT D

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

Mark Mermitzer
Signature

Mark Mermitzer
Print Name

12-16-24
Date

Name of person administering Oath:

Missy Arocha
Print Name

Signature

12-16-24
Date

Witness: Signature & Print Name Tomas C. DeHaybrig

Witness: Melissa Dodge Signature & Print Name

VILLAGE OF PALMETTO BAY INCORPORATED 2002

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso - Censure

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, Marsha Matson is a duly elected/appointed member of Village of Palmetto Bay Council with responsibilities to participate in official proceedings and cast votes on matters before the body; and

WHEREAS, on July 7, 2025, during the Regular Council Meeting, a matter related to a legal settlement between Village of Palmetto Bay and Councilmember Steve Cody was properly placed before the body for consideration and vote; and

WHEREAS, agenda item 14H, was properly noticed and presented in accordance with established rules and procedures; and

WHEREAS, Councilmember Marsha Matson deliberately departed the meeting prior to the vote on said agenda item, thereby avoiding her sworn duty to cast a vote on behalf of her constituents; and

WHEREAS, such conduct undermines the democratic process and violates the trust placed in elected/appointed officials by the public; and

WHEREAS, the intentional avoidance of voting responsibilities constitutes a dereliction of duty and breach of the oath of office; and

WHEREAS, this body finds such conduct to be contrary to the standards of ethical behavior expected of its members.

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

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

Section 2. Councilmember Marsha Matson is hereby formally censured for her failure to fulfill her voting responsibilities as a member of this body.

Section 3. The Village Council hereby issues the formal censure of Councilmember Marsha Matson for violating her oath of office and Section 286.012 of the laws of Florida by willfully, and without a declaration of conflict or any other excusable reason, leaving the dais and Village Hall in order to ensure that the Council would not have a seated quorum to vote on agenda item 14H from July 7, 2025, Regular Council Meeting Agenda, which could have adversely affected the Vice Mayor.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Missy Arocha, Parks and Recreation

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo - Revenue Share and Management Agreement - Diadem Sports- Sept 2025 FINAL.docx
Reso - Revenue Share and Management Agreement- Diadem Sports - Sept 2025 FINAL.docx
Pickleball Management Services Agreement- FINAL 9-8-25.pdf
Exhibit A- Revenue Share and Management FINAL 9-8-25.pdf

To: Honorable Mayor and Village Council

Date: September 8, 2025

From: Nick Marano, Village Manager

Re: Pickleball Center Revenue Share and Management Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is committed to expanding recreational opportunities for its residents through the creation of an indoor pickleball center. On March 26, 2025, the Village received an unsolicited proposal pursuant to Section 255.065, Florida Statutes, from Diadem Sports, LLC for the management and operation of an indoor pickleball center. In accordance with Resolution 2019-10 and Section 255.065, Florida Statutes, the Village Council has the authority to determine how unsolicited proposals shall be considered. On April 7, 2025, the Village Council authorized the Village Manager to initiate the unsolicited proposal process via Resolution No. 2025-23. The Village published UP# 2025-12-011 ("Notice of Receipt – Unsolicited Proposal for Pickleball Management Services") on April 29, 2025, closing on May 21, 2025, and no other proposals were received. On May 22, 2025, the evaluation committee reviewed the proposal and recommended acceptance of Diadem Sports, LLC as the most qualified and advantageous option for the Village. At the June 2, 2025, Council meeting, the Village considered multiple operational models, including Diadem as operator, and Diadem as tenant. On July 7, 2025, via Resolution No. 2025-38, the Village Council selected Option 3 – Revenue Share Agreement and directed staff to negotiate a final agreement incorporating specified resident benefits, guaranteed minimum payments,

and revenue-share terms. Village Administration and Diadem Sports have since completed negotiations, resulting in a final agreement that reflects Council's directives and ensures financial stability, operational excellence, and strong resident benefits, including Diadem Sports' commitment of a total of One Million Dollars ($1,000,000) in capital contributions — consisting of a Five Hundred Thousand Dollars ($500,000) upfront payment and an additional Five Hundred Thousand Dollars ($500,000) contribution toward the construction of the indoor pickleball center, payable in installments over the first five (5) years of the Agreement.

Diadem Sports has been identified as an experienced operator with expertise in pickleball facility management, programming, and customer service. The Village Council finds that entering into this agreement will generate revenue for the Village while ensuring a high level of recreational service for residents and visitors.

FISCAL IMPACT:
Parks and Recreation Budget

Attachments:
A. Agreement
B. Exhibit A- Revenue Share and Management

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

WHEREAS, on March 26, 2025, the Village received an unsolicited proposal pursuant to Section 255.065, Florida Statutes, from Diadem Sports, LLC for the management and operation of an indoor pickleball center; and

WHEREAS, in accordance with Resolution 2019-10 and Section 255.065, Florida Statutes, the Village Council has the authority to determine how unsolicited proposals shall be considered; and

WHEREAS, on April 7, 2025, the Village Council authorized the Village Manager to initiate the unsolicited proposal process via Resolution No. 2025-23; and

WHEREAS, the Village published UP# 2025-12-011 ("Notice of Receipt – Unsolicited Proposal for Pickleball Management Services") on April 29, 2025, closing on May 21, 2025, and no other proposals were received; and

WHEREAS, on May 22, 2025, the evaluation committee reviewed the proposal and recommended acceptance of Diadem Sports, LLC as the most qualified and advantageous option for the Village; and

WHEREAS, at the June 2, 2025, Council meeting, the Village considered multiple operational models, including Diadem as operator, and Diadem as tenant; and

WHEREAS, on July 7, 2025, via Resolution No. 2025-38, the Village Council selected Option 3 – Revenue Share Agreement and directed staff to negotiate a final agreement incorporating specified resident benefits, guaranteed minimum payments, and revenue-share terms; and

WHEREAS, Village Administration and Diadem Sports have since completed negotiations, resulting in a final agreement that reflects Council's directives and ensures financial stability, operational excellence, and strong resident benefits, including Diadem Sports' commitment of a total of One Million Dollars ($1,000,000) in capital contributions — consisting of a Five Hundred Thousand Dollars ($500,000) upfront payment and an additional Five Hundred Thousand Dollars ($500,000) contribution toward the construction of the indoor pickleball center, payable in installments over the first five (5) years of the Agreement; and

WHEREAS, the Village Council finds that entering into this agreement will generate substantial revenue for the Village while providing a first-class pickleball center for residents and visitors.

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

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

Section 2. The Village Manager is hereby authorized to execute the agreement with Diadem Sports for the revenue-share and management services of the indoor pickleball center, substantially consistent with the business terms set forth below and in *Exhibit A*.

Section 3. Key Business Terms.

(a) Revenue Sharing & Minimum Payments:

- Years 1–5: 10.00% of Gross Operating Revenue

- Years 6–10: 11.00%
- Years 11–15: 12.10%
- Years 16–20: 13.31%
- Years 21–25: 14.64%
- Years 26–30: 16.10%
- Years 31–35: 17.71%
- Years 36–40: 19.48%
- The Village shall receive a minimum annual payment of two hundred thousand dollars ($200,000). If the applicable percentage of Gross Operating Revenue (as set forth below) does not meet this floor, Diadem Sports shall pay the difference within thirty (30) days after the end of each fiscal year.

(b) Resident Benefits:

- Court Rentals: $48/hour (non-resident rate $60/hour)
- Clinics: $10 discount per clinic
- Free Open Play: 3 days/week, minimum 4 hours/day
- Facility Rentals: 50% discount
- Court Reservations: Up to 7 days in advance
- Pro Shop: 20% discount on all merchandise
- Restaurant: 20% discount on in-house food purchases

(c) Operating Standards:

- Hours: Mon–Sat 7:00 a.m.–10:00 p.m., Sun 7:00 a.m.–9:00 p.m., holiday hours as agreed
- Daily professional cleaning, court maintenance, equipment upkeep, and landscaping
- Qualified staff on duty during all operating hours
- High customer satisfaction ratings as reviewed with Parks & Recreation Director

(d) Operations, Capital Improvements & Maintenance:

- Diadem manages all operations, maintenance, staffing, and utilities
- Diadem responsible for routine repairs under $10,000
- Capital improvements over $25,000 require Village approval; costs shared 60% Village / 40% Diadem
- Facility to be returned in good condition at the end of the agreement

(e) Financial Reporting & Audit Rights:

- Quarterly detailed financial statement (revenues by category, expenses, customer counts, comparative data) due within 15 days of quarter-end
- Annual comprehensive audit permitted with 30 days' notice
- Quarterly inspection rights with 48 hours' notice; additional audits if discrepancies exceed 5%
- Financial records retained for 7 years with electronic access to Village

(f) Village Use Rights:

- 6 full-facility community events annually with 1-year notice (no conflicting booking)
- 2 weeks each summer for Village half-day camp (4 courts, 9 a.m.–12 p.m.)
- Priority use during named storms or declared emergencies for shelter or crisis response, with facility returned to prior condition.

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Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

MASTER AGREEMENT FOR PICKLEBALL MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between the Village of Palmetto Bay (the "Village"), a Florida Municipal Corporation, located at 9705 East Hibiscus Street, Florida, 33157, and Diadem Sports, LLC (the "Company"), a Florida corporation, located at 200 Park Central Blvd S Suite 1, Pompano Beach, FL 33064 and whose Federal Employer Identification Number is 45-4239505 (the "Parties").

WHEREAS, the Village desires to enter into a Revenue-Share Management Services Agreement with the Company; and

WHEREAS, the Village received an unsolicited proposal ("UP# 2025-12-011") from the Company; and

WHEREAS, the Company and the Village have agreed to enter into a revenue-share management services agreement, and the Company represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants below, the Village and the Company agree, as follows:

1.0 Effective Date; Term

1.1. This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2. This Agreement shall be for a thirty (30) year term, commencing upon the Effective Date and remaining in force and effect, unless sooner otherwise terminated as provided herein. The Company may request to extend this Agreement for one (1) additional term of ten (10) years, subject to:

1.2.1. Written notice to the Village no later than twelve (12) months prior to expiration.

1.2.2. Mutual agreement by both parties.

1.2.3. Satisfactory performance review demonstrating compliance with all material terms.

1.3. The Company shall pay the Village a one-time capital contribution of Five Hundred Thousand Dollars ($500,000) toward the facility buildout, payable within

thirty (30) days of this Agreement's execution. In addition, the Company shall contribute an additional Five Hundred Thousand Dollars ($500,000) toward the facility buildout. This additional contribution shall be paid to the Village in equal annual installments over the first five (5) years of the Agreement, with each installment due on the anniversary date of the Complex openning. In the event this Agreement is terminated for cause, the Village shall not be required to return, refund, or repay any portion of the capital contribution paid by the Company. The capital contribution shall be deemed non-refundable and fully earned upon receipt.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Unsolicited Proposal, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "A" and Exhibit "B" made a part of this Agreement as set forth below:

Exhibit "A": Revenue Share and Management

Exhibit "B": UP# 2025-12-011 and Company's Response

2.2 Exclusive Provider. The Company recognizes and acknowledges that the Village may not utilize several different companies to perform the same or similar Services for the Village and that the Company will be sole management company to provide the Services.

2.3 Work Authorizations Valid After Agreement Expiration. When the Company and the Village enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Company and the Village agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) so the full completion of the requirements of the Work Authorization have been performed. Cancellation by the Village of any remaining services prior to the Company's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 The compensation for these Services are itemized in Exhibit "A" attached.

4.0 Company's Responsibilities

4.1 The Company shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The Village's review, approval, acceptance, or payment for any of the Company's Services shall not be construed to: (i) operate as a waiver of any rights the Village possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Company's performance or nonperformance of this Agreement. The Company shall be and will always remain liable to the Village in accordance with applicable law for any and all damages to the Village caused by the Company's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Company's performance of the Services pursuant to this Agreement shall become the property of the Village after payment is made to the Company for such instruments or documents.

6.0 Termination

6.1 This Agreement may be terminated by mutual consent. Upon a material breach not cured within sixty (60) days of written notice, the Village may terminate immediately for failure to (i) maintain the required insurance, (ii) failure to pay minimum annual guarantee for two (2) quarters, (iii) violation of public records requirements. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been

accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the Village provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 Contingent and Brokers' Fees

The Company warrants that it has not employed or retained any company or person to solicit or secure this Agreement other than: (i) a bona fide employee working solely for the Company; or (ii) a broker duly engaged by the Company in connection with this Agreement. The Company further warrants that it has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement, except to such bona fide employees or duly engaged brokers as expressly permitted herein.

For the breach or violation of this provision, the Village shall have the right to terminate the Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid or agreed to be paid in violation of this Section

8.0 Assignment

This Agreement may not be assigned or transferred without the Village's prior written consent, which shall not be unreasonably withheld. Any approved assignment must include assumption of all obligations by the assignee.

9.0 Professional Associates and Subcontractors

If the Company requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Company must obtain the prior express written approval of the Village, which the Village may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subcontractors in the delivery of the Services then the Company shall remain solely and fully liable to the Village for the performance or nonperformance

of all such professional associates and subcontractors. The failure of a professional associate or subcontractors to timely or properly perform any of its obligations to the Company shall not relieve the Company of its obligations to the Village under this Agreement.

10.0 Indemnification of Village

The Company agrees to indemnify, defend, and hold harmless the Village, its officials, employees, and agents from any claims, damages, or losses arising from Diadem's operations, negligence, willful misconduct or breach of this Agreement. The Village agrees to indemnify, defend, and hold harmless the Company, its officers, employees, and agents from any claims, damages, or losses arising from the Village's gross negligence, willful misconduct, or breach of this Agreement. Nothing in this section shall be construed as a waiver of the Village's sovereign immunity or as extending the Village's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended. Any indemnification by the Village is subject to, and limited by, the provisions of Florida law, including the availability of appropriate funds.

10.1 Limitation of Liability. IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

11.0 Insurance/Bond Requirements

The Company shall maintain, at its own expense, throughout the term:

A. Commercial General Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. ($1m and $3m aggregate)
B. The Village shall be named as an additional insured on applicable policies.
C. Certificates of insurance shall be provided annually, with thirty (30) day notice of cancellation or material changes.

Property and Casualty Insurance: The Company shall provide, pay for, and maintain property and casualty insurance for the Company's equipment, inventory, and improvements.

Workers Compensation. The Company shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors, as required by Florida Statutes.

Bond. A Performance Bond shall be required for the first year of the Agreement that will cover the minimum payment for the first year of the Agreement. Provided that the Company has complied with all payment obligations and performance requirements during the initial term, the Village Manager, shall waive the requirement for any Performance Bond(s) beyond the first year of the Agreement.

12.0 Public Entity Crimes

The Company declares and warrants that neither the Company nor any of the Company's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Company or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the Village pursuant to Section 287.133, Florida Statutes, then the Company shall be in material default of this Agreement, and in such case, the Village shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Company warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Company, the Village shall designate in writing one or more of its employees who are authorized to act by and on behalf of the Village to transmit instructions, receive information and interpret and define the Village's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Company shall designate or appoint one or more Company representatives who are authorized to act on behalf of and to bind the Company regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the Village.

17.0 Independent Company

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Company (including its officers, employees, and agents) as the agent, representative, or employee of the Village for any purpose, or in any manner, whatsoever. The Company is to be and shall remain forever an independent Company with respect to all Services performed under this Agreement. The Company shall not pledge the Village's credit or make the Village a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness and the Company shall have no right to speak for or bind the Village in any manner.

18.0 Public Records Law

(a) The Company acknowledges the Village's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Company further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Company shall provide all requested documents to the Village which shall determine whether to release them or exert a claim for exemption or privilege.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Company acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) Keep and maintain public records required by the Village to perform the services required under this Agreement;

(2) All meetings between parties regarding material terms subject to Florida Sunshine Laws.

(3) Both parties warrant compliance with all applicable ethics laws.

(c) **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 AGREEMENT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT:**

Village of Palmetto Bay
Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
305-259-1234
marocha@palmettobay-fl.gov

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Company shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Village to terminate this Agreement immediately upon delivery of written notice of termination to the Company.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the State courts of Miami-Dade County. Each Party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either Party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by each Party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 22. For the present, the Parties designate the following as the respective places for giving of notice, to wit:

For Village: **Nick Marano**
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

For Company: **Rene Prats, Head of Development**
Diadem Sports, LLC
200 Park Central Blvd S
Suite 1
Pompano Beach, FL 33064

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Unauthorized Alien(s)

The Company shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The Village shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the Village's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the Village, the Company shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

24.0 Company Representations

24.1 The Company hereby represents and warrants the following to the Village:

24.1.1 Company is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

24.1.2 Company's performance under this Agreement will not violate or breach any agreement to which the Company is a Party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

24.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

24.1.4 Company now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

24.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

24.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

24.1.7 Company shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

24.1.8 Company shall, at no additional cost to Village, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

24.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

25.0 Default and Remedy

If the Company materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Company receives written notice of the default from the Village, then the Village shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Company, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the Village materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Village receives written notice of the default from the Company, then the Company shall have the right to immediately terminate this Agreement by delivering written notice to the Village. Upon any such termination, the Village shall pay the Company the full amount due and owing for all Services performed through the date of Agreement termination.

26.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

27.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in

reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

28.0 Key Personnel

The Company shall notify the Village if any of the Company's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Company shall notify the Village at least ten (10) days prior to any proposed change in its Key Personnel. At the Village's request the Company shall remove without consequence to the Village any of the Company's, subcontractors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The Village shall have the right to reject the Company's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Rene Prats, Head of Development

29.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

30.0 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Company hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. The Company acknowledges and agrees that (i) the Village and the Company may not enter into this Agreement, and the Company may not enter into any subcontracts hereunder, unless each Party to this Agreement, and each Party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the Village may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Company becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of one (1) year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

31.0 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 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.

32.0 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.

33.0 Federal and State Tax

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

34.0 Village Property

The Company has no ownership in the land, the improvement, or any Village property.

35.0 Dispute Resolution

All disputes shall be resolved through:

A. Good faith negotiation to be performed within thirty (30) days of the dispute.

B. Mediation with neutral mediator to be jointly selected by the Parties within sixty (60) days of good faith negotiations not resolving the dispute.

C. Binding arbitration under Florida Arbitration Code of mediation fails

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____ By: _____
Village Clerk Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency:

_____
Village Attorney Date

ATTEST: **Diadem Sports, LLC:**

By: _____ By: _____

_____ _____
PRINT NAME PRINT NAME

_____ _____
TITLE TITLE

Date: _____

SEAL

EXHIBIT "A"

REVENUE SHARE AND MANAGEMENT SUMMARY

1. Purpose

This Exhibit "A" Summary outlines the revenue sharing, maintenance, operational responsibilities, and benefits between the Village and Diadem Sports for the operation of a sports facility on Village property.

2. Revenue Sharing

a. Diadem Sports will pay the Village ten percent (10%) of Gross Operating Revenues derived from the facility, which shall increase by ten percent (10%) every fifth year, compounded as follows:

- **Years 1–5**: 10.00% of Gross Operating Revenue
- **Years 6–10**: 11.00%
- **Years 11–15**: 12.10%
- **Years 16–20**: 13.31%
- **Years 21–25**: 14.64%
- **Years 26–30**: 16.10%
- **Years 31–35**: 17.71%
- **Years 36–40**: 19.48%

b. The Village shall receive a minimum annual payment of two hundred thousand dollars ($200,000). If the applicable percentage of Gross Operating Revenue (as set forth below) does not meet this floor, Diadem Sports shall pay the difference within thirty (30) days after the end of each fiscal year.

Beginning in Year six (6) of the Agreement, and every fifth (5th) year thereafter (i.e., Years 6, 11, 16, etc.), the minimum annual payment shall increase by ten percent (10%) as follows:

- **Years 1–5**: $200,000
- **Years 6–10**: $220,000
- **Years 11–15**: $242,000
- **Years 16–20**: $266,200
- **Years 21–25**: $292,820
- **Years 26–30**: $322,102
- **Years 31–35**: $354,312
- **Years 36–40**: $389,743

c. Gross Operating Revenue Definition: All revenues generated from facility operations including but not limited to court rentals, lessons, clinics, memberships, pro-shop sales, food and beverage sales, event hosting, and any other income-generating activities, less only:

- Applicable sales taxes remitted to taxing authorities
- Credit card processing fees (not to exceed 3% of gross sales)
- Bona fide refunds actually paid to customers

d. These adjustments apply regardless of whether the percentage of Gross Operating Revenue exceeds the adjusted minimum annual payment in any given year.

e. Payments shall be made quarterly, accompanied by a detailed revenue report.

3. Palmetto Bay Resident Benefits

Diadem Sports shall offer the following benefits to verified Village residents:

- Court Rentals: $48/hour (versus $60 for non-residents)
- Clinics: $10 discount per clinic
- Free Open Play: 3 days/week, minimum 4 hours/day
- Facility Rental: 50% off full facility rental rates
- Court Reservations: Up to 7 days in advance
- Pro Shop: 20% discount on all merchandise
- Restaurant: 20% discount on in-house food purchases

Verification procedures shall be mutually agreed upon in writing, within sixty (60) days of execution.

4. Diadem Sports shall maintain the following minimum standards:

a. Operating Hours- Mutually agreed upon
Monday – Saturday 7:00 a.m. – 10:00 p.m.
Sunday 7:00 a.m. – 9:00 p.m.
Holiday hours as mutually agreed

b. Facility Maintenance:
    - Professional cleaning daily
    - Court maintenance and resurfacing per manufacturer specifications
    - Equipment maintenance and replacement schedules
    - Landscape and exterior maintenance

c. Qualified professional staff during all operating hours.

d. Maintain high level of customer satisfaction ratings through review as mutually agreed between the Parks & Recreation Director and Diadem Management.

5. Operations, Capital Improvements & Maintenance

a. Diadem Sports shall manage all operations, maintenance, staffing, and compliance with applicable law.

b. All utilities bills will be the responsibility of Diadem Sports.

c. Diadem Sports is responsible for all routine maintenance and repairs under Ten Thousand Dollars ($10,000).

d. Capital improvements over Twenty-Five thousand dollars ($25,000) require Village approval; costs shared at sixty percent (60%) Village, and forty percent (40%) Diadem Sports.

e. At the end of term, the facility must be returned in good condition, reasonable wear excepted.

6. Financial Reporting & Audit Rights

a. Quarterly detailed financial statement due within fifteen (15) days of each quarter's end including:

- Gross revenues by category
- Detailed expense reporting
- Customer counts and demographics
- Comparative analysis to prior periods

b. Village may conduct comprehensive audit annually with thirty (30) day notice.

c. Village may inspect operations and records quarterly with forty-eight (48) hour notice.

d. Village may conduct additional audits if discrepancies exceed five percent (5%) of reported revenues.

e. All financial records must be maintained for seven (7) years with electronic access provided to Village.

7. Village Use Rights

The Village shall have priority use of the full facility for:

- Six (6) times annually for community events with one (1) year notice and if there is no other conflict on calendar.
- Two (2) weeks during the Summer to host half-day Summer Camp (9 a.m. – 12 p.m.), four (4) courts, with one (1) year notice and if there is no other conflict on calendar.
- During a named storm or declared state of emergency, the Village retains the right to use facility for emergency shelter or community crisis response. The facility will be returned to the same original condition.

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Attorney Contract.docx
Exhibit A - Consulting Agreement JCD.docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the current employment agreement with John C. Dellagloria serving as Village Attorney is in place until October 25th, 2026; and

WHEREAS, it is mutually agreed that he and the Village Council wish to enter into a new agreement in lieu of the existing contract; and

WHEREAS, upon the Village Attorney serving until October 25th, 2025 under the existing agreement, his new agreement with the Village, attached as Exhibit "A", will become effective and the existing agreement will end on October 25th, 2025.

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

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

Section 2. That the Village Council and the Village Attorney agree that on October 25th, 2025, the current employment agreement between the parties will end and the new agreement, attached as Exhibit "A" will become effective on October 26, 2025.

Section 3. The Village Manager is authorized to execute the agreement attached as Exhibit "A".

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September, 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

EXHIBIT "A"

Agreement between
John C. Dellagloria and the Village of Palmetto Bay
for Consulting Services

THIS AGREEMENT is made as of September 8th, 2025 by and between John C. Dellagloria and the Village of Palmetto Bay. (the "Village") ("the Parties")

Whereas, John C. Dellagloria ("Dellagloria") has served as Village Attorney since November 12, 2019; and

Whereas, Dellagloria has a contract to continue to serve as the Village Attorney until October 25th, 2026; and

Whereas, the Parties have agreed to enter into this Consulting Agreement in lieu of the remaining term of the existing contract between the Parties.

NOW THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated as if set forth in full.

2. The term of this Consulting Agreement (the "Agreement") shall be for one year, commencing October 26th, 2025, and concluding on October 25th, 2026.

3. Dellagloria shall continue to serve as Village Attorney until October 25th, 2025.

4. During the term of this Agreement, Dellagloria shall require providing the following services to the Village:

    a. Consult only with the Village Manager, Village Clerk and the incoming Village Attorney on a regular basis and as needed.

    b. Assist the incoming Village Attorney on an as-needed basis.

    c. Any other services as agreed to by the Parties.

5. As compensation, Dellagloria shall receive as a one-time payment all salary and benefits that would be received for serving as the Village Attorney through the remaining year of the contract, which term is through October 25th, 2026, upon the execution of this Agreement.

6. Upon this agreement becoming effective, the remaining term of the existing contract between the Parties shall end.

Executed day and date above written.

Attest:

_____	_____
John C. Dellagloria	**Nick Marano**
Village Attorney	**Village Manager**

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferred from the Regular Council Meetings of June 2, 2025 and July 7, 2025)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Shop Palmetto Bay initiative
Exhibit A
Exhibit B

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, residents have often expressed their desire to have more businesses and services in Palmetto Bay, a preference that the Village could help fulfill by its actions; and,

WHEREAS, an increase in business and commercial activity in the Village can reduce the tax burden on residents, while simultaneously increasing tax revenues to provide Village services for residents; and,

WHEREAS, in 2025, Palmetto Bay has 966 businesses, as defined by obtaining a Palmetto Bay of business tax licenses, and business tax receipts for 2022 were $93,268, for 2023 were $67,271, and for 2024 were $258,523.

WHEREAS, it behooves the Village of Palmetto Bay to encourage and promote the success of village businesses and services through its purchasing power and promotion through media and events; and,

WHEREAS, the Village Manager may consult with the Palmetto Bay Business Association to develop the "Shop Palmetto Bay" initiative; and,

WHEREAS, the Village Council desires to encourage and promote Village businesses and services by directing the Village manager to develop and implement the "Shop Palmetto Bay" initiative.

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

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

Section 2. The Village Council directs the Village Manager to develop and implement the "Shop Palmetto Bay" initiative, in which the Village prioritizes Palmetto Bay businesses and services, including but not limited to Village purchasing of supplies and services, encourages residents to shop locally, and promotes Palmetto Bay businesses and services through Village media and events.

Section 3. A Palmetto Bay business is defined as a person holding a Village of Palmetto Bay business tax receipt: "Every person, as defined in F.S 205.022(3), engaged in or managing any business, profession or occupation in the village is required to obtain a local business tax receipt issued by the village" (Section 26-151(a) of the Village of Palmetto Bay Code).

Section 4. The "Shop Palmetto Bay" initiative shall not apply to procurement or other Village activities regulated by federal, state, and local law.

PASSED and **ADOPTED** this 2nd day of June, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

From: Desmond Chin
Sent: Friday, April 4, 2025 2:21 PM
To: Melissa Dodge
Cc: Missy Arocha
Subject: Business Tax

Importance: High

Business Tax Receipt for 2022-$93268, 2023-$67271, 2024-$258523

DESMOND CHIN, *Finance Director*

Office 305-259-1268 | Main Fax 305-259-1290
9705 East Hibiscus Street, Palmetto Bay, FL 33157
dchin@palmettobay-fl.gov | www.palmettobay-fl.gov

Business Name	Business Subtype	Address
Window Seat LLC	Instructor/Training/Tutor	14461 S Dixie Hwy
Qbeefarm, LLC FARMERS MARKETS OF FLORIDA INC	Business Services	7895 SW 152 ST
Palmetto Bay Medspa	Clinic/Medical Center/Dialysis	9710 E Indigo St Ste 303
Ladyâ€™s Nails	Beauty Services	18087 S Dixie Hwy
The Butcher Shop INC	Retail Store	14235 S Dixie HWY
Hair by Margarita LLC	Beauty Services	13615 South Dixie HWY Suite#105
GUIDEWELL SANITAS I, LLC	Clinic/Medical Center/Dialysis	8950 SW 152 Street Suite # 104
Nutridentist LLC	Clinic/Medical Center/Dialysis	17029 S Dixie Hwy
Laura Perez Morejon D.M.D. Nutridentist	Dentist	17029 S Dixie Hwy
PetSmart LLC	Retail Store	13621 South Dixie Hwy
Dolce Vita HomeCare LLC	Administrative Office	15715 S Dixie Hwy, Suite 333
Surveyfy llc	Personal Services	9555 SW 175TH TER STE 236
Law Offices of Daryl L. Jones, P.A. Khan Law, P.A.	Attorney Branch Office	14707 South Dixie HWY, Suite 101
KENDALL B AUTOMOTIVE MANAGEMENT. LLC BMW OF SOUTH MIAMI	Auto/Truck/Van Sales	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANGEMENT LLC BMW OF SOUTH MIAMI	Business Services	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW OF SOUTH MIAMI	Business Services	16401 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW OF SOUTH MIAMI	Auto/Truck/Van Sales	16401 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW/MINI OF SOUTH MIAMI	Service and Repairs (Non-Contractor)	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLCV BMW/MINI OF SOUTH MIAMI	Auto/Truck/Van Sales	16165 S DIXIE HWY
KENDALL I AUTOMOTIVE MANAGEMENT LLC INFINITI OF SOUTH MIAMI	Business Services	16915 S DIXIE HWY

KENDALL I AUTOMOTIVE MANAGEMENT, LLC INFINITI OF SOUTH MIAMI	Auto/Truck/Van Sales	16915 S DIXIE HWY
KENDALL VW AUTOMOTIVE MANAGEMENT, VOLKSWAGEN OF SOUTH MIAMILC	Business Services	17930 S DIXIE HWY
KENDALL VW AUTOMOTIVE MANAGEMENT, VOLKSWAGEN OF SOUTH MIAMILLC	Auto/Truck/Van Sales	17930 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC	Business Services	17920 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC HONDA OF SOUTH MIAMI	Auto/Truck/Van Sales	17920 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC HONDA OF SOUTH MIAMI	Service and Repairs (Non-Contractor)	16165 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC	Auto/Truck/Van Sales	16165 S DIXIE HWY
MARTIN L. SCHECKNER, CERTIFIED PUBLIC ACCOUNTANT, P.A.	Accountant	18001 OLD CUTLER RD STE 421
ENRIQUE ACOSTA DDS. PEDIATRIC DENTAL CENTER OF PALMETTO BAY	Dentist	17037 S DIXIE HWY
GRAFIX DESIGNS LLC	Graphic/Art/Typesetting	8440 SW 141 Street
Beast Performance Training, INC	Personal Services	7895 SW 152 ST
Oikos Title LLC	Real Estate Branch Office	9555 SW 175 TER SUITE 592
H & A PRO CORP	Beauty Services	13605 SOUTH DIXIE HWY #141
ABA Therapy Services RA LLC	Administrative Office	9555 SW 175th Terrace, Suit 619
TANIA ROSARIO DOMINGUEZ District Health Centers LLC	Physician	17591 S DIXIE HWY
Primos Caregivers	Adult Day Care	15908 SW 92 AVE
Greener Roofing	Specialty Building Contractor	9555 SW 175 Terrace SUITE 225
Enterprise Mobility	Auto/Truck/Van Sales	17720 S DIXIE HWY
Pura vida nail bar llc	Beauty Services	13615 S Dixie Hwy -106
United flavors creamery	Retail Store	7895 Sw 152 st
JESSICA PYLE PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
OLGUITA'S CAFE, INC	Take Out Food/Snack Bar	15555 SOUTH DIXIE HWY
Twister Hair	Beauty Services	13615 S. Dixie Hwy UNIT 208-210

J &L window tinting inc	Refinish/Finishing/Dye Services	17403 S Dixie hwy
Face to Face Mental Health Services, LLC	Clinic/Medical Center/Dialysis	15924 SW 92 AVE
Helping Hands for Children, LLC	Clinic/Medical Center/Dialysis	15924 sw 92 ave
Jason M Insurance LLC Sebanda Insurance	Insurance Company	17595 S DIXIE HWY
BMA SOUTH MIAMI	Clinic/Medical Center/Dialysis	8770 SW 144 Street
Airojen Center Inc Comprehensive Psychiatric Center South	Clinic/Medical Center/Dialysis	9735 E Fern St
BLUE NATIVE OF THE FLORIDA KEYS, INC.	Administrative Office	18001 Old Cutler Road, Suite 409
Hurricane Digital Marketing	Business Services	15715 South Dixie Highway Suite 416
Detailed Marketing Inc	Photographer/Video Services	9780 E Indigo Street, Suite 101
FORD OF KENDALL LLC	Business Services	15551 S DIXIE HWY
FORD OF KENDALL	Auto/Truck/Van Sales	15551 S DIXIE HWY
LYNDSEY BURTON DM PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
Ibrahim Diaz Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Jose Carlos Lopez MD Face to Face Mental Health Services	Psychologist	15924 SW 92 Ave
Josue Lopez MD Face to Face Mental Health Services	Physician	15924 sw 92 ave
Leodan Diaz Alfonso Face to Face Mental Health Services	Personal Services	15924 SW 92 Ave
Tania Fagundo Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Yaima Mena Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Wells Fargo Bank NA	Banking Facility	14801 S Dixie Hwy
Wells Fargo Bank NA	Banking Facility	17401 SW 97 Ave
HERITAGE PROPERTY & CASUALTY INSURANCE COMPANY	Insurance Company	1401 N WESTSHORE BLVD
True Haul LLC	Administrative Office	18001 Old Cutler, Suite 409
ASN & N Investment Group LLC	Administrative Office	7408 SW 168 Terrace
Comcast Cable Communications, LLC Xfinity	Retail Store	13623 S Dixie Hwy, Suite 145A
G & A BEHAVIOR THERAPY	Administrative Office	15715 s dixie hwy suite 302
WAXING BY ANITA SPA & BOUTIQUE LLC	Beauty Services	13615 S DIXIE HWY 112-307

Mental Life Solutions Inc	Clinic/Medical Center/Dialysis	15715 South Dixie Hwy, Suite 331 & 332
Adult Day Center of South Florida, Inc.	Adult Day Care	9855 SW 184 ST
Andres Cintra Marin, APRN Mental Life Solutions Inc	Personal Services	15715 South Dixie Hwy, Suite 331 & 332
Here's Help Inc (Non-Profit)	Professional Association/Corporation	9016 SW 152 ST
Belkis Plasencia APRN Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Ballet&Beyond; LLC	Dancing or Entertaining	9048 SW 152 St
Christopher Colon APRN Pediatric Associates	Physician	15077 S DIXIE HWY
THE CYCLE MART OF MIAMI, INC	Retail Store	13799 S DIXIE HWY
Bright Behavior Services LLC	Personal Services	9847-9849 SW 184 ST
Insureologist INC	Insurance Company	14707 S Dixie HWY, SUITE 105
Psycho-Social Rehabilitation Center, Inc.	Educational Institutions	9827 E Hibiscus St.
Saltzman, Tanis, Pittell, Levin and Jacobson, LLC	Clinic/Medical Center/Dialysis	15077 S DIXIE HWY
Michelle Lopez Torres PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
Green Street Smoke Shop LLC	Retail Store	17575 S Dixie Hwy
SAGE Dining Services, Inc.	Food Products mfg./Process	6855 SW 152 ST
SAGE Dining Services, Inc.	Food Products mfg./Process	7900 SW 176 ST
Acutrition LLC	Acupuncture	9225 SW 158 Lane, Unit D
Five Below, Inc	Retail Store	13611 South Dixie Highway
Tieesha N. Taylor, PA	Attorney Branch Office	14707 S Dixie Highway, PH 401
TODD'S ACCOUNTING SERVICES INCORPORATION	Accountant	18001 OLD CUTLER RD, SUITE 454
ST ANDREWS EPISCOPAL CHURCH INC	Educational Institutions	14260 Old Cutler Road
Milli Investments LLC	Administrative Office	13615 S Dixie Hwy #112-113
Brows and lashes beauty spa	Tattoo Studio (Affidavit)	9225 SW 158 lane unit D
Wonder Minds Behavior Therapy Corp	Personal Services	9555 SW 175 Ter Suite # 205
Elizabet Alonso Prieto Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Lazara Martinez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139

Lissett Hernandez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Marie Hernandez Massage Envy	Massage Therapist	13605 South Dixie Hwy # 139
Oslaydis Cruz Massge Envy	Massage Therapist	13605 S DIXIE HWY # 139
Raisa Cutino-Basulto Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Fritanga Monimbo Palmetto Bay	Eating Establishment	15801 S. DIXIE HWY, SUITE C
Logos Therapy Group LLC	Personal Services	8950 SW 152 St unit 107
Salin Fernandez Massage Envy	Massage Therapist	13605 S DIXIE HWY # 139
Tania Linares Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Yipsy Gonzalez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Water Cube Spa Inc.	Massage Therapist	17891 S Dixie Hwy, suite 105-B
Indigo Palmetto Bay	Administrative Office	9500 SW 174 Street
Soho Studio Salon	Beauty Services	13615 S Dixie Hwy #112, Suite 305
The Treatment Center by The Recovery Village, LLC	Clinic/Medical Center/Dialysis	8750 SW 144th Street, Unit 207
Lars H Rich	Specialty Building Contractor	18041 SW 89 Ct
Metro Flea Miami LLC Coral Reef Farmers Market	Flea Market Sales	7895 SW 152 Street
NTM INFO & RESEARCH (Non Profit)	Research/Search Services	14411 S DIXIE HIGHWAY SUITE 205
Bright Sun Therapy Corp	Personal Services	9245 SW 158 LANE 3RD FLOOR
Aldi (Florida) LLC	Retail Store	15033 S Dixie Hwy
JPR solutions LLC	Business Services	18001 Old Cutler Road # 490
Freeway Insurance Services America, LLC	Insurance Company	16935 S DIXIE HWY
Kenia Toro C Massage Envy	Massage Therapist	13605 S Dixie Hwy Suite 139
LIPING LI Lucky Liu Incorporated	Massage Therapist	15801 S DIXIE HWY SUITE A
Lucky Liu Incorporated	Message Establishment	15801 S Dixie HWY A
New York Roma Pizza and Pasta to go	Take Out Food/Snack Bar	9050 SW 152 ST
Polish n chic LLC	Beauty Services	13615 S Dixie Highway Suite 306
BLOW DRY GIRLS BY YAZ LLC	Beauty Services	13615 S Dixie Hwy #112 suite 119
Party City Corporation	Retail Store	13615 S DIXIE HWY STE 119
Vertbutique , LLC	Administrative Office	8515 SW 139 Terrace
Waxed beauty bar LLC	Beauty Services	13615 S Dixie Hwy suite 304
Kendall Electric Inc.	Electrical Contractor	9245 SW 157 Street- Suite 208
Luby'z Salon & Spa	Beauty Services	14441 S Dixie Hwy
Pizza Hut # 012408 Koning Restaurants Intenational, LC	Eating Establishment	15065 S Dixie Highway
Raw and Kibble	Retail Store	18083 S Dixie Hwy
Miller's Ale House, Inc.	Eating Establishment	13603 S Dixie Hwy

Garnet and Carbonell, DPM, LLC	Clinic/Medical Center/Dialysis	9012 SW 152 St
Blue Horizon ABA LLC	Personal Services	8950 SW 152 ST SUITE 112
Freeway Insurance Services America, LLC	Insurance Company	14229 S DIXIE HWY
Fitness International LLC	Fitness Center - Membership	16051 S DIXIE HWY
Miami V GFN LLC Miami's Vice	Rental Services (Not Real Property)	15657 S DIXIE HWY
Miami V GFN LLC Miami's Vice	Retail Store	15657 S Dixie Hwy
Be Strong International, Inc	Administrative Office	9730 E Hibiscus St
NV Realty Services, Inc.	Real Estate Broker	18001 Old Cutler Road, Suite 645
Plus Up Medical Supplies Corp	Retail Store	9871 SW 184 ST
JNK Subs Old Cutler LLC	Eating Establishment	16707 Old Cutler Rd
7-Eleven, Inc.	Retail Store	15201 S Dixie Hwy
7-Eleven, Inc.	Dealer in Petroleum Products	15201 S Dixie Hwy
Angels Special Care Inc	Physical/Occupational Therapy Center	17571 S Dixie Highway
ONEBLOOD INC	Blood Bank Center	14425 South Dixie Hwy
Burger King Company, LLC	Eating Establishment	16025 S Dixie Hwy
PALMETTO BAY MOTORS LLC	Auto/Truck/Van Sales	17801 SOUTH DIXIE HWY
ROSA M.LEMBCKE-MENA MD	Physician	14975 S. DIXIE HWY
ULTIMA MED SPA	Clinic/Medical Center/Dialysis	14975 S. DIXIE HWY
Action Alarm Inc	Business Services	8590 SW 168 Ter
Action Air Tech,Inc.	Specialty Mechanical Contractor	8590 SW 168 Ter
Taco Bell 25740	Eating Establishment	15295 S DIXIE HWY
Bridgestone Retail Operations, LLC	Service and Repairs (Non-Contractor)	15757 S Dixie Hwy
Sally J Jewelry Design	Retail Store	9839 SW 184 ST
JJS Construction Group LLC	General Building Contractor	18100 SW 97 Ave
TANIA ROSARIO DOMINGUEZ District Health Centers LLC	Physician	17591 S DIXIE HWY
Cuban Guys 104, LLC	Eating Establishment	14685 S Dixie Hwy
Michelle C. Fraga	Attorney	14707 S Dixie Highway, Suite 210
Law Office of Michelle C. Fraga, P.A.	Attorney Branch Office	14707 S Dixie Highway, Suite 210
Kingâ€™s Bay Nails Spa Inc	Beauty Services	14483 S Dixie Hwy
BB SKIN STUDIO	Beauty Services	13615 S. Dixie Hwy Unit 112-113, Suite 201
Dej-La-Vu Salon	Beauty Services	13615 S. Dixie Hwy Unit 112-113, Suite 204
H GREG NISSAN KENDALL, LLC	Business Services	17195 S DIXIE HWY

Holiday CVS, L.L.C.	Retail Pharmacy	14705 S Dixie Hwy
Baptist Hospital of Miami Inc.	Clinic/Medical Center/Dialysis	8950 SW 152 ST, Suite 103
The two pizza men corporation Steves pizza	Eating Establishment	18063 S Dixie Hwy
The Everglades Foundation, Inc. (Non-Profit)	Administrative Office	18001 Old Cutler Road, Suite # 625
Miami Cuban Ballet School	Educational Institutions	9212& 9224 SW 156 ST
Marshalls of MA Inc	Retail Store	13619 S Dixie Highway
Marshalls of MA Inc	Retail Store	16051 S Dixie Highway
UNITED AMERICAN INSURANCE COMPANY	Insurance Company	3700 S. Stonebridge Drive
UNITED HOME LIFE INSURANCE COMPANY	Insurance Company	225 S. East St. P.O.BOX 7192
H GREG NISSAN KENDALL, LLC	Business Services	17305 S DIXIE HWY
H GREG NISSAN KENDALL, LLC	Auto/Truck/Van Sales	17305 S DIXIE HWY
Interlink Group Professional Services, Inc	Specialty Electrical Contractor	13611 S Dixie Highway SUITE 500
Express Gene LLC	Health Testing (Non-Invasive)	9000 SW 152ND STREET, SUITE 209
Aquatic Consultants Inc	Administrative Office	18001 Old Cutler Road suite 631
Jaime A Carbonell, DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Pollyanna Reeves, DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Thomas Salvatore Corona jr. DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Dolphin Properties	Real Estate Firm	15715 S Dixie Hwy# 419
Superfish USA, Inc.	Administrative Office	18001 OLD CUTLER RD, Ste 486
Shapiro Enterprises, Inc.	Specialty Building Contractor	9261 SW 180 Street
Harmony House Wellness Center LLC	Personal Services	14115 S Dixie Hwy Suite K
AFG ME The Falls LLC Massage Envy	Message Establishment	13605 S Dixie Hwy Ste 139
Lourdes M. Fernandez HAIR LOURDES CORP	Beauty Shop/Chair	17891 S Dixie Hwy #106
HAIR LOURDES CORP	Beauty Services	17891 S Dixie Hwy #106
Starbucks Corporation	Eating Establishment	14795 S Dixie Hwy
Starbucks Corporation	Eating Establishment	7290 SW 168 St
Ascension Armory LLC	Administrative Office	15825 SW 87 Avenue
Tors LLC French bistro	Eating Establishment	13611 s Dixie hwy suite 110
H & Y Behavior Therapy Inc	Personal Services	17901 Old Cutler RD Suite B 305

Standard Life and Casualty Insurance Company	Insurance Company	10777 Northwest Fwy Finance Department Suite
FAMILY LIFE INSURNACE COMPANY	Insurance Company	10777 Northwest Fwy Finance Department Suite
LIGHT INSTRUMENTS USA LLC	Business Services	18001 OLD CUTLER RD Suite 401
James Nadell DR.	Psychologist	14707 South Dixie Highway Suite 211
Wicker Smith O'Hara McCoy & Ford, P.A.	Attorney	17901 Old Cutler Road, Suite 320
LUZ Y FE BEHAVIOR SERVICES CORP	Business Services	9555 SW 175th Terrace suite 235
FGG Spa, LLC	Message Establishment	14983 S Dixie Hwy
ACCENDO INSURANCE CO	Insurance Company	One CVS Drive
SILVERSCRIPT INSURANCE CO	Insurance Company	One CVS Drive
stephen ezell dds	Dentist	9000 SW 152 ST, Suite 101
Nextinvest, LLC	Real Estate Firm	13601 SW 78 PL
Holiday CVS, L.L.C.	Retail Store	14707 south dixie HWY
Holiday CVS, L.L.C.	Film/Photo Process/Develop	14705 S DIXIE HWY
Archcube Architectural Design LLC	Administrative Office	16350 SW 77th Ct
Beautybylis18	Beauty Services	15053 S Dixie HWY
Sushi Bay Llc	Eating Establishment	9837 SW 184 Street
Hero Martial Arts, LLC	Educational Institutions	17049 S Dixie Hwy
The Billbrough Firm P.A.	Attorney Branch Office	7321 SW 146 Terrace
Miami Humidor	Retail Store	13989 South Dixie Highway
Holistic Interventions Inc.	Administrative Office	14707 South Dixie Highway Suite 318
Tranlanguage Inc.	Administrative Office	18001 Old Cutler Road Suite 641
Regina F. Zelonker P.A.	Attorney	8925 SW 148 Street, Suite 200
Upright Spine Center	Chiropractor	9867 East Fern Street
Cheri Frantzman Pediatric Occupational Therapist, P.A.	Physical/Occupational Therapist	14411 S Dixie Highway, Suite 227
RK Oil Inc	Retail Store	16780 Old Cutler Rd
Cheri Frantzman Pediatric Occupational Therapist, P.A.	Clinic/Medical Center/Dialysis	14411 South Dixie Highway, Suite 227
Sunshine Health Network Inc	Administrative Office	15321 S DIXIE Hwy, SUITE 309
Aztek Nursing Registry Inc	Home Medical Care Agency	15715 South Dixie Hwy Ste 307
Express Buyers Inc	Administrative Office	16851 SW 84 Avenue
G & B 505 Corporation DBA Romi Dry Cleaners	Business Services	15303 S. Dixie Hwy
Dazzling Nail Lounge	Beauty Services	17945 Sw 97 Ave suit 106
J Beauty Institute LLC	Beauty Services	15053 S Dixie Hwy
Galaxy Nails	Beauty Services	14973 S Dixie Hwy
Watkins & Co., Inc.	Specialty Building Contractor	7725 SW 168 Terrace

South Florida Fitness - Palmetto Bay, INC	Fitness Center - Membership	9208 SW 156 Street
Dr. Elena Coello-Jemmali INC	Psychologist	14707 South Dixie Highway Suite 211
K-K nails by Chien Corporation	Beauty Services	15317 South Dixie hwy
V&L Design LLC	Publishing Services	17945 SW 97 Ave Suite #146
Harmony Community Center	Clinic/Medical Center/Dialysis	14865 S DIXIE HWY
LISET FIALLO Harmony Community Center	Mental Medical Counselor	14865 S DIXIE HWY
GABRIEL BETANCOURT D.M Harmony Community Center	Physician	14865 S DIXIE HWY
ASN & N Investment Group LLC	Administrative Office	7408 SW 168 Terrace
Crisp Creations IV Giardino Gourmet Salads	Eating Establishment	14455 S Dixie Hwy
disamerica consulting group, inc.	Consultant/Copy/DUP/Reproduction Service	8315 SW 150 Drive
Rainey PA Dixie Animal Hospital	Veterinary Clinic	14701 S DIXIE HWY
The Medical Protective Company	Insurance Company	5814 Reed Road
National Mentor Healthcare, LLC	Assisted Living Facility	8921 SW 150 TER
CEC Construction Co	Specialty Building Contractor	15700 SW 77 Ave
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Insurance Company	100 North Greene Street Corparate Tax
Groundwater Environmental Group, Inc.	Consultant/Copy/DUP/Reproduction Service	15321 S DIXIE HWY STE 303A
Ross Dental Associates LLC	Dentist	7290 SW 168 ST, Suite B
Blue Motion LLC	Administrative Office	9831 SW 184 ST
Joseph W. Ligman, P.A.	Attorney Branch Office	15715 S DIXIE HIGHWAY, SUITE 319
AMORE MENTAL HEALTH CORP.	Physical/Occupational Therapy Center	14471 S DIXIE HWY
Allergy & Asthma Associates of South Florida, PA	Clinic/Medical Center/Dialysis	14411 S Dixie Highway, Suite 223
Ligman Martin	Attorney	15715 S DIXIE HWY, SUITE 319
JPMorgan Chase Bank, N.A.	Banking Facility	15101 S Dixie Hwy
Stacy M. Nassau, MD	Physician	14411 S Dixie Highway, Suite 223
Steam Enterprises, Inc.	Private Investigative Agency	13611 S. Dixie Highway
Innovation Clinical Trials Inc	Physician	9000 Coral Reef Drive #202
Jessica M. Vigoa, PA	Physician	14411 S. Dixie Highway, Suite 223
PANERA LLC	Eating Establishment	13617 S. Dixie Highway
Lifestyle International Realty LLC	Real Estate Branch Office	9008 SW 152 ST
Innovation Clinical Trials Inc.	Clinic/Medical Center/Dialysis	9000 Coral Reef Dr. Suite # 202

Javier I Sanchez Rivera DDS PA	Dentist	14433 S DIXIE HWY
Javier I Sanchez Rivera DDS PA	Clinic/Medical Center/Dialysis	14433 S DIXIE HWY
Real Estate Empire	Real Estate Branch Office	15940 SW 92 Ave
J&R IMPLEMETATION SERVICES INC	Administrative Office	9555 SW 175 TER Suite # 610
The Foster Company of South Florida	Management Services	9000 SW 152nd Street, Suite 102
GRABOWSKI-SCHELLER INC	Administrative Office	9000 SW 152 ST UNIT 103
Jany Rodriguez BCBA J&R IMPLEMETATION SERVICES INC	Personal Services	9555 SW 175 TER Suite # 610
Kingfs Bay Insurance LLC	Insurance Company	9000 SW 152 St #106
American Education and Translation Services	Business Services	15321 S Dixie Hwy, Ste 302
NATIONAL SENTINEL, INC.	Guard Patrol Agency	15715 S. DIXIE HWY, Suite 227
LIL ABNER FOUNDATION INC	Educational Institutions	16810 S DIXIE HWY
Nicklaus Children's Palmetto Bay Outpatient Center (NON-PROFIT)	Clinic/Medical Center/Dialysis	17615 SW 97 AVE
PROS MIAMI SOUTH LLC	Administrative Office	14411 SOUTH DIXIE HWY SUITE 217
Income Realty Corporation	Real Estate Branch Office	17891 S Dixie Hwy Suite 200B
Palmetto Bay Petroleum, Inc Palmetto Bay Chevron	Retail Store	16767 Old Cutler Road
Lazana Corporation		
Pinch A Penny	Retail Store	14405 S DIXIE HWY
SUPER INSURANCE OF EL MANA INC	Insurance Company	17225 S Dixie HWY Suite 205
SORIANO BROTHERS RESTAURANT OPERATIONS	Eating Establishment	18005 S Dixie Hwy
PROS Miami South, LLC	Physician	14437 SOUTH DIXIE HWY
Palmetto Bay Petroleum Inc Palmetto Bay Chevron	Dealer in Petroleum Products	16767 Old Cutler Road
PROS MIAMI SOUTH LLC	Chiropractor	14437 SOUTH DIXIE HWY
GONZALEZ AND PARTNERS CPAS LLC	Accountant	18001 OLD CUTLER ROAD, SUITE 431
SBS Investments of Dade County	Service and Repairs (Non-	
Christina's Party RentalsInc	Contractor)	9740 E Evergreen St
Golden Strings Academy LLC	Educational Institutions	13801 S Dixie Hwy Unit 13839
BCA Financial Services	Administrative Office	18001 Old Cutler Road, Suite 462
Quality Inn South, Inc.	Motel	14501 S Dixie Hwy
J Tanner Construction Inc	Specialty Building Contractor	9078 SW 157 Street
Westdale Bay Village LLC	Apartments	18301 S Dixie Hwy

ALGLO Garden Apartments LLC	Apartments	14501 S Dixie Hwy
Bay Village LLC	Management Services	18301 S Dixie Hwy
FCI Palmetto Bay LCC	Apartments	17945 SW 97 Avenue
Palmetto Bay Family Dentistry PLLC	Dentist	14855 South Dixie Hwy
Palmetto Bay Family Dentistry PLLC	Clinic/Medical Center/Dialysis	14855 South Dixie Hwy
Gusade Investment , LLC The UPS Store	Retail Store	13611 South Dixie Highway SUITE 109
Freeway Insurance Services America, LLC	Insurance Company	14229 S DIXIE HWY
Bonwit's Tax Services Inc.	Accountant	17986 Franjo Road
Cozy Farm LLC	Administrative Office	15315 SW 88 Ave
Aromas del peru restaurant llc	Eating Establishment	17225 S DIXIE HWY, SUITE 100
The Escape Zone LLC Axe Habits Palmetto Bay	Food/Beverage Sales	9228 SW 156 ST
FCI Palmetto Bay LCC	Administrative Office	17945 SW 97 Ave
Vitafoods Enterprises, Inc.		
FUDDRUCKERS	Eating Establishment	14875-A S. Dixie Hwy
MOM Realty, Corporation	Administrative Office	14231 S Dixie Highway
Bright Healing Services Inc	Mental Medical Counselor	17988 SW 97 Ave
Patrick J. Rengstl, P.A.	Attorney	17901 Old Cutler Road, Ste 309
Pappa Riccos Inc.	Eating Establishment	14415 S Dixie Hwy
Coral Advertising Inc	Advertising/Marketing/Public Relations	8650 SW 144 Street
Chicken Kitchen	Eating Establishment	15053 S Dixie HWY
Southeast Insurance Group	Insurance Company	9245 SW 157 ST SUITE # 101
148 Street Center LLC	Administrative Office	8925 SW 148 Street, Suite 200
TEAMWORK CONTRACTORS GROUP LTD	Specialty Building Contractor	8925 SW 148 Street, Suite 200
Pinecrest Bakery 21 LLC	Eating Establishment	16165 S Dixie Hwy
Flavahâ€™s Vape N Smoke Shop Inc	Retail Store	18077 South Dixie Hwy
El Capitan Marine & Fishing Center LLC	Retail Store	14121 S Dixie Highway
EXECUTIVE RISK INDEMNITY INC	Insurance Company	436 WALNUT ST, PO BOX 1000 WB12A
CHUBB NATIONAL INS CO	Insurance Company	436 WALNUT ST, PO BOX 1000 WB12A
Venture X Palmetto Bay	Administrative Office	9555 SW 175th Terrace
Walgreen Co.	Retail Store	16795 S Dixie Hwy
Arrow Properties of South Florida, Inc.	Administrative Office	7790 SW 176 Street
Yang Asian Massage LLC	Message Establishment	13991 S Dixie Hwy
All Star Capital Group, Inc	Administrative Office	14707 S DIXIE HWY# 306

Ludovici Properties Inc	Administrative Office	7790 SW 176 Street
Total Medical Management	Business Services	9780 E Indigo St STE 202
NEW HORIZONS MEDICAL & RESEARCH	Health Testing (Non-Invasive)	13859 S DIXIE HWY
Christ Fellowship Baptist Church, Inc. (NON-PROFT)	Educational Institutions	8900 SW 168 Street
Shaohong,Feng Yang Asian Message LLC	Massage Therapist	13991 S Dixie Hwy
ZHESSHU, XU YANG ASIAN MASSAGE LLC	Massage Therapist	13991 S DIXIE HWY
Nova Community Services Corp	Administrative Office	9867 SW 184 St
Eli's Foreign Car, Inc.	Retail Store	9790 Wayne Ave
Eli's Foreign Car, Inc.	Service and Repairs (Non-Contractor)	9790 Wayne Ave
Florida Tax & Accounting Services Inc	Accountant	9245 SW 157 STREET STE 210
RE Glazebrook, Inc.	Accountant	9771 Wayne Ave
Center Of Dentistry and Oral Health	Clinic/Medical Center/Dialysis	9000 SW152 St, Suite 208
GSD IMPORTS, LLC LAMBORGHINI SOUTH DADE	Showroom/Sales Office	17415 SOUTH DIXIE HIGHWAY
GSD IMPORTS, LLC	Service and Repairs (Non-Contractor)	17415 SOUTH DIXIE HIGHWAY
SIR GALLOWAY DRY CLEANERS INC	Cleaner/Laundry/Alterations	14769 S Dixie HWY
SIR GALLOWAY DRY CLEANERS INC	Cleaner/Laundry/Alterations	7290 SW 168 ST
THE CHALET AT OLD CUTLER LLC	Assisted Living Facility	7210 SW 148 TERRACE
SUN BAY MANOR INC	Assisted Living Facility	8440 SW 155 TERRACE
SUN BAY MANOR II	Assisted Living Facility	8820 SW 148 STREET
House of Bagel & Bialy INC	Bakery	14449 S Dixie HWY
Cardtronics USA INC	Automated Teller Machine	14705 S DIXIE HWY
Lil Jungle LLC	Barber Shop/Chair	13985 S Dixie HWY
Advanced Cellular & Wireless, Inc.	Retail Store	15327 S Dixie Hwy
VVM, LLC	Consultant/Copy/DUP/Reproduction Service	8805 SW 162 St
DC FL JJ 3, LLC Jimmy Johns	Eating Establishment	9823 East Hibiscus St
GARY R ROSEN DDS	Clinic/Medical Center/Dialysis	14115 S DIXIE HWY
GARY R ROSEN DDS	Dentist	14115 S DIXIE HWY
Wendy's Properties, LLC	Drive in Restaurant	13901 S Dixie Hwy
Stitch Miami, LLC	Retail Store	13869 South Dixie Highway

Skylight Construction Inc	Specialty Building Contractor	13701 SW 75 AVE
K and S Air conditioning & Refrigeration Inc	Specialty Mechanical Contractor	13701 SW 75 AVE
Milanes Insurance Group	Insurance Company	17031 S DIXIE HWY
Roberto Ruiz MD	Physician	9735 E. Fern st.
Bizi-Arq. Inc.	Architect	17225 S Dixie Hwy, 203
Zen Magical Hands LLC	Massage Therapist	9555 SW 175 Terrace, Suite 224
Red Ledges Land Development, Inc.	Administrative Office	18001 Old Cutler Road, Suite 460
Eric M. Payne, O.D., P.A. VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
SPEECH OF MIAMI	Business Services	14243 SW 80 AVE
Ileana Dominguez Baute APRN	Physician	14707 South Dixie Highway, suite 201, Palmetto
DOMINGUEZ BAUTE corp.	Clinic/Medical Center/Dialysis	14707 South Dixie Highway, suite 201
SCRUBSTATION USA LLC	Business Services	9851 E. FERN STREET
Edward I. Golden	Attorney	17345 S DIXIE HWY
Golden Glasko & Assoc.	Attorney Branch Office	17345 S DIXIE HWY
LORENZO'S ENTERPRISES GROUP INC	Assisted Living Facility	9101 SW 180 ST
VISTAS GROUP PALMETTO FUND LLC	Apartments	18300 SW 98 Avenue
LORENZO'S ENTERPRISES GROUP INC	Assisted Living Facility	9485 SW 180 ST
Vistas Group Palmetto Fund LLC	Administrative Office	18300 SW 98 Avenue
Straight Ahead Construction, Inc.	Specialty Building Contractor	17800 Sw 75 Ave
preferred claim solutions, Inc	Insurance Adjuster	9760 E Indigo Street
Delices De France Inc.	Administrative Office	14411 South Dixie Highway #201
DADELAND DODGE	Auto/Truck/Van Sales	16501 S Dixie Hwy
Delices De France, Inc.	Food Products mfg./Process	14419 South Dixie Highway
Drug Free Workforce	Administrative Office	9781 WAYNE AVENUE
Delices De France, Inc.	Take Out Food/Snack Bar	14453 South Dixie Highway
RIVER MARINE SUPPLY	Retail Store	14951 S DIXIE HWY
Law Offices of Carmen Rodriguez, P.A.	Attorney Branch Office	15715 S DIXIE Hwy, STE 411
Advance Construction systems	General Building Contractor	15941 SW 83 Ave
Law Offices of Carmen Rodriguez, P.A.	Attorney	15715 S DIXIE HIGHWAY, STE 411
Combined Maintenance Services	Specialty Electrical Contractor	18011 SW 89 Ct
Phoenix Import & Export, Inc.	Administrative Office	15715 S DIXIE HIGHWAY, STE 411

Miami Nursing Institute, LLC	Nurse/Midwife	18021 sw 89th ct
Massage Blue Corp	Message Establishment	17033 S Dixie HWY
Caribbean Publishing and Services, Inc.	News/Wire Services	9020 SW 152 Street
Advanced Water Products	Retail Store	9735 East Fern Street
AMERITAS LIFE INSURANCE CORP	Insurance Company	P.O.BOX 40888
COLUMBIA LIFE INSURANCE COMPANY	Insurance Company	4707 VESTAL PARKWAY EAST
Twin Peaks, LLC	Business Services	8925 SW 148 Street, Suite 200
Court Options Inc.	Educational Institutions	17891 S Dixie Hwy, Suite 202
Scripted Ventures LLC Old Cutler Pharmacy	Retail Pharmacy	14305 S Dixie Highway
Robert Blackgrove Psy.D	Business Services	8305 SW 160 St
SENIOR LIFE INS CO	Insurance Company	PO BOX 2447
American General Life Insurance Company	Miscellaneous	P. O. BOX 4868
The United States Life Ins Co in the City of NY	Insurance Company	P. O. BOX 4868
American Commerce Insurance CO	Insurance Company	211 Main Street
J Palmer Group Inc	Specialty Building Contractor	15715 S Dixie Hwy suite 329
Palmer Roof Tech Inc	Specialty Building Contractor	15715 S Dixie Hwy #306
OLD REPUBLIC INSURANCE COMPANY	Insurance Company	631 EXCEL DRIVE SUITE 200
CIGNA HEALTH AND LIFE INSURANCE COMPANY	Insurance Company	TAX DEPARTMENT, C6TAX
CONNECTICUT GENERAL LIFE IINSURANCE COMP	Insurance Company	900 COTTAGE GROVE ROAD C6TAX
AMERICAN RETIREMENT LIFE INS COMPANY	Insurance Company	900 COTTAGE GROVE ROAD
RLI Insurance Company	Insurance Company	9025 N Lin Drive
HUMANA INSURANCE COMPANY	Insurance Company	PO BOX 740026
HUMANA HEALTH INS COMP OF FLORIDA, INC	Insurance Company	PO BOX 740026
LCK/AIA, INC	Architect	17494 SW 83 Ct
COMPBENEFITS INSURANCE COMPANY	Insurance Company	PO BOX 740026
Health Industry Designs Corp	Physical/Occupational Therapy Center	9555 SW 175 TER Suite 233
ENDURANCE ASSURANCE CORPORATION	Insurance Company	4 MANHATTANVILLE ROAD

MATTHEW W ST. AIMEE	Go Flow	Physical/Occupational Therapist	9555 SW 175 Terrace Suite 233
Concierge Wellness		Clinic/Medical Center/Dialysis	9000 SW 152 St Suite 105
Eve's Hope Corp			
Natural Touch Lawn Maintenance LLC		Business Services	18101 SW 98 CT
DRE Holdings LLC	Hole in the Wall Pub	Eating Establishment	14421 South Dixie Hwy
Hole in the Wall Tavern LLC		Eating Establishment	9821 SW 184 Street
New Eureka Shoe Repair		Business Services	9833 SW 184 ST
OCCIDENTAL LIFE INS COMP OF NORTH CAROLINA		Insurance Company	425 AUSTIN AVE
Old Republic Surety Company		Insurance Company	P.O.BOX 1635
EAGLE LIFE INSURANCE COMPANY		Insurance Company	6000 Westonwn PKWL
McKean Randolph A		Administrative Office	14707 S Dixie Highway Ste 212
AMERICAN EQUITY INVESTMENT		Insurance Company	6000 Westonwn PKWL
UNUM LIFE INSURANCE COMPANY OF AMERICA		Insurance Company	1 Fountain Square - 1 South
PROVIDENT LIFE AND ACCIDENT INS COMPANY		Insurance Company	1 Fountain Square - 1 South
STAMOUNT LIFE INSURANCE COMPANY		Insurance Company	1 Fountain Square - 2 North
AMPY Enterprises, Inc.	McDonald's	Eating Establishment	14401 South Dixie Highway
COLONIAL LIFE & ACCIDENT INS COMPANY		Insurance Company	1 Fountain Square - 1 Sout
MASSACHUTTES MUTUAL LIFE INSURANCE CO		Insurance Company	1295 STATE ST CORP TAX E410
Royal Coast Apartments		Apartments	9001 SW 156 ST
Royal Coast Apartments		Management Services	9001 SW 156 ST
C.M. LIFE INSURANCE COMPANY		Insurance Company	1295 STATE ST CORP TAX B235
SOFLO SMOKE SHOP LLC		Retail Store	17035 S DIXIE HWY
MAPFRE INSURANCE CO OF FLORIDA		Insurance Company	211 MAIN ST
LIBERTY INSURANCE CORPORATION		Insurance Company	175 Berkeley Street
Liberty Mutual Fire Insurance Company		Insurance Company	175 Berkeley Street
The Rising Start Foundation, Inc		Educational Institutions	9250 SW 158 Lane
TRUIST BANK		Bank Trust Company	15725 S Dixie Highway
Early Intervention Behavioral Services Corp		Physical/Occupational Therapy Center	9240 SW 158 LN
Early Intervention Behavioral Services Corp		Educational Institutions	9240 SW 158 LN
UNUM INSURANCE COMPANY		Insurance Company	1 Fountain Square - 1 South

LIBERTY MUTUAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LIBERTY MUTUAL PERSONAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LM GENERAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LM INSURANCE CORPORATION	Insurance Company	175 Berkeley Street
THE FIRST LIBERTY INSURANCE CORPORATION	Insurance Company	175 Berkeley Street
Milky Ways Inc	Eating Establishment	17013 S Dixie Hwy
ANDRE STONE Stone & Associates Law Firm, PA	Attorney	18001 Old Cutler Road, Suite 457
Andrew D. Stone	Attorney	18001 Old Cutler Road, Suite 457
EMC NATIONAL LIFE COMPANY	Insurance Company	699 Walnut St, Suite 1100
Reniassance Life & Health Insurance Company of America	Insurance Company	225 S. East Street, Suite 360
Contractors Bonding and Insurance Company	Insurance Company	9025 N Lin Drive
MALOUF INTERNATIONAL REALTY, INC.	Real Estate Firm	13865 S. Dixie Highway, Suite 300
City National Bank of Florida	Bank Trust Company	16475 S Dixie HWY
Jules Minkes DR. Palmetto Bay Medical Center	Physician	9765 SW 184 ST
A Quality Learning World LLC Little Wonders Learning Academy & Preschool	Educational Institutions	9360-70 SW 164 ST
Inside Out Kids Therapy LLC	Physical/Occupational Therapist	14707 South Dixie Highway unit 313
MARK S PEPIN DR. Coral Reef Chiropractic Center, PA	Chiropractor	9044 SW 152 ST
Safeguard Properties LLC	Retail Store	17171 S Dixie Hwy
Michelle Smithley MAIN STREET CHILDREN'S DENSTISTRY OF PALMETTO BAY	Dentist	8805 SW 144 St
Main Street Children's Dentistry and Orthodontics of Palmetto Bay, P.A	Clinic/Medical Center/Dialysis	8805 SW 144 St
Vet On Time LLC	Veterinarian	17027 South Dixie Hwy
Vet On Time LLC	Animal Services	17027 South Dixie Hwy
HAIR BY CAMI INC	Beauty Services	15053 S Dixie Hwy
Coral Reef Chiropractic Center PA	Clinic/Medical Center/Dialysis	9044 SW 152 ST
Sunrise School of Miami (NON-PROFIT)	Educational Institutions	14920 SW 67 AVE
Prudential Insurance Agency	Insurance Company	9245 SW 157 St, Suite 202

Dowd Builders Inc.	Specialty Building Contractor	7925 SW 154 Terrace
Safeguard Properties LLC	Self-Storage	17171 S Dixie Hwy
Glow by Yanet, LLC	Beauty Services	14857 S Dixie Highway
MW Contractors Inc	Specialty Building Contractor	14720 SW 80 AVE
Behavior Therapy Services of Florida Inc.	Administrative Office	15715 S Dixie HWY Suite 412
USA Wireless Inc.	Administrative Office	8925 SW 148 ST, STE 110
Figurella Palm llc	Weight Control Center	13833 South Dixie HWY
Sugaring By Sierra	Beauty Services	13615 S Dixie Hwy #301
EliteDent PB	Clinic/Medical Center/Dialysis	16935 S Dixie Highway Ste 1.
Jacqueline Correa D.M.D. EliteDent PB	Dentist	16935 S. Dixie Highway Ste 1
Mattress Firm Inc.	Retail Store	14101 S Dixie Highway
ASIAN BEST MARKET INC	Retail Store	17047 S DIXIE HWY
PURE THERAPY ONE LLC	Business Services	8950 SW 152 St, Unit R
Andrew B. Sapiro, P.A.	Attorney	8925 SW 148 street, Suite 200
Publix Super Markets, Inc.	Retail Store	14601 SOUTH DIXIE HIGHWAY
ENVIROWASTE SERVICES GROUP, INC.	Specialty Building Contractor	18001 OLD CUTLER ROAD, SUITE 643
HANANIA MIAMI, LLP MIAMI ACURA	Auto/Truck/Van Sales	16601 S DIXIE HWY
HANANIA MIAMI, LLP MIAMI ACURA	Administrative Office	16601 S DIXIE HWY
Old Navy LLC	Retail Store	13605 S DIXIE HWY 108
HANANIA MIAMI, LLP MIAMI ACURA	Service and Repairs (Non-Contractor)	16601 S DIXIE HWY
GEORGE LUIS HERRERA DR. Balance HRT & Wellness LLC	Physician	14115 S Dixie Hwy Suite H (PMB12)
BALANCE HRT & WELLNESS LLC	Clinic/Medical Center/Dialysis	14115 S DIXIE HIGHWAY Suite H (PMB12)
Marisol Ojeda PN Balance HRT & Wellness LLC	Personal Services	14115 S DIXIE HWY SUITE H (PMB12)
World of smoke & vape - palmetto bay	Retail Store	13981 S Dixie Hwy
DeBeche Family Chiropractic CESAR HOED DE BECHE D.C., P.A.	Clinic/Medical Center/Dialysis	9040 SW 152 Street
DeBeche Family Chiropractic	Chiropractor	9040 SW 152nd Street
L&D	Administrative Office	8762 SW 161 ST
KIDS CUTS BY VILMA	Beauty Services	13615 S Dixie Hwy 112-200
Marina Delima Barrios	Beauty Services	13615 S Dixie HWY Unit 110
HIT Consulting Corp	Consultant/Copy/DUP/Reproduction Service	8485 SW 168 Terrace

The Aesthetic Cure	Beauty Services	14411 S Dixie Hwy, Ste 220
Coral International Realty	Real Estate Branch Office	15715 S. Dixie Highway, Suite 206,
SONTAG MICHAEL W PE	Professional Engineer	15912 SW 92 AVE
MS TWO CORP	Management Services	15912 SW 92 AVE
CENTRADE INTERNATIONAL CORP	Personal Services	14400 SW 73 AVE
El Tamalazo III	Eating Establishment	17579 S Dixie Hwy
Martial Arts Center for Students with Special Needs, Inc.	Educational Institutions	14417 SOUTH DIXIE HIGHWAY
District Health Centers LLC	Clinic/Medical Center/Dialysis	17591 S Dixie Hwy
OSCAR NARANJO DMD Center Of Dentistry and Oral Health	Dentist	9000 SW152nd St, Suite 208
G Brow Design	Beauty Services	13861 south dixie hwy
Brunetti Cremations LLC	Administrative Office	9780 E Indigo St # 303-304
Bright Adventures Academy, LLC	Educational Institutions	17925 SW 97 Avenue
Suchman Real Estate	Real Estate Branch Office	14411 S Dixie Highway, Suite 214
Luis Rene Rodriguez Archcube Architectural Design LLC	Architect	16350 SW 77 Ct
Marcy Wasman PhD	Psychologist	14220 SW 78 CT
Beyondtheshearsllc	Beauty Services	13615 south Dixie highway suite 116
Golden Age Adult Day Care Corp	Adult Day Care	8950 SW 152 ST Suite #101
POLISHED UP LLC	Beauty Services	13615 S Dixie Hwy #112 suite 114
Solutions Haircut Inc.	Beauty Services	17039 S Dixie Highway
305 cafe & juice llc	Eating Establishment	17305 S Dixie HWY
Suchman Retail Group	Management Services	14411 S. Dixie Highway, Suite 214
All Staffing LLC	Administrative Office	14869-71 South Dixie HWY
Pamela Joy Ewing Family Day Care Home	Child Day Care Facility	8885 SW 178 Terrace
MARLIN MOORE POST NO. 133, INC AMERICAN LEGION	Business Services	16401 SW 90 AVE
LOYAL ORDER OF MOOSE 380 INC.	Business Services	9854 East Evergreen Street
Westminster Christian Private School Inc	Educational Institutions	6855 SW 152 ST
Palmetto Bay Centre Inc	Management Services	15715 South Dixie Hwy, Suite 203
Palmetto Bay Medical Center	Clinic/Medical Center/Dialysis	9765 SW 184 ST
ARIBAR LLC PERUVIAN CEVICHES + BAR	Eating Establishment	14501 S Dixie Hwy
Pitman Photo Inc	Film/Photo Process/Develop	14321 S Dixie Hwy

Miami Creamery dba Dairy Queen 18246	Ice Cream Vendor	14271 S Dixie Hwy
Miami Lash Studio, LLC	Beauty Services	14411 S Dixie Hwy, Suite 220
Georges Saliba Face to Face Mental Health Services	Physician	15924 SW 92 AVE
Matthew Westrch DC, PA MNJ Chiropractic Clinic	Clinic/Medical Center/Dialysis	9710 East Indigo St. Suite 301
Winhold Montessori School, Inc	Educational Institutions	17555 S DIXIE HWY
Lincoln-Marti Community Agency, Inc.	Child Day Care Facility	9401 SW 168 St
Lincoln-Marti Community Agency, Inc.	Child Day Care Facility	9810 Wayne Ave
FIDELITY LIFE ASSOCIATION	Insurance Company	1350 E TOUHY AVE SUITE 205-W
WASHINGTON NATIONAL INSURANCE COMPANY	Insurance Company	11825 N. Pennsylvania St.
ROOT INSURANCE COMPANY	Insurance Company	80 E Rich St , suite 500
PROTECTIVE LIFE INSURANCE COMPANY	Insurance Company	P O BOX 2723
BANKERS LIFE & CASUALTY COMPANY	Insurance Company	11825 N. Pennsylvania St.
ACCORDIA LIFE AND ANNUITY COMPANY	Insurance Company	215 10TH ST. SUITE 1100
NORTH AMERICAN COMPANY FOR LIFE & HEALTH	Insurance Company	One Sammons Plaza
MIDLAND NATIONAL LIFE INS COMPANY	Insurance Company	One Sammons Plaza
Ondonaga services llc	Passenger Transportation Services	9555 sw 175 ter Suite 106
Forethought Life Insurance Company	Insurance Company	10 W. Market St. Suite 2300
United State Liability Insurance Company	Insurance Company	1190 Devon Park Drive
SPINNAKER INSURANCE COMPANY	Insurance Company	1 Pluckemin Way, Suite 102
EQUITRUST LIFE INS CO	Insurance Company	222 West Adams Street, Suite 2150
SECURITY NATIONAL INSURANCE COMPANY	Insurance Company	P.O. BOX 2450
FOREMOST INSURANCE COMPANY	Insurance Company	P.O. BOX 2450
FOREMOST PROPERTY AND CASUALTY INS CO	Insurance Company	P.O. BOX 2450
LUMINO LIFE INSURANCE COMPANY	Insurance Company	777 Research Drive, Suite 104
Media Relations Group, LLC	Business Services	14707 South Dixie Hwy, Suite 404
MAXWELL BROS, LLC	Eating Establishment	17395 S Dixie Highway

Habana1968 luxury barbershop Corp	Barber Shop/Chair	14989 S Dixie hwy
Cry Baby Creamery	Ice Cream Vendor	17389 S Dixie Highway
Affordable Acupuncture Clinic	Clinic/Medical Center/Dialysis	17045 South Dixie Highway
Loren Browne DR. Affordable Acupuncture Clinic	Acupuncture	17045 South Dixie Highway
Miami Vice Barbershop	Barber Shop/Chair	15323 S Dixie Hwy
Robots Drinking Tea LLC	Business Services	9134 Southwest 181 Terrace
SA Consultants, LLC	Administrative Office	7625 SW 160 Ter
LITTLE STEPS II.INC	Child Day Care Facility	17051 S DIXIE HWY
X Booting LLC	Administrative Office	9555 SW 175 Ter, STE 103
Angel Medical Care LLC	Clinic/Medical Center/Dialysis	9710 E Indigo St Ste 303
Rigoberto Franco MD	Physician	9710 E Indigo St Ste 303
Palmetto Bay Preschool	Educational Institutions	9771 East Indigo ST
SUSHI MAKI PALMETTO BAY CORP	Eating Establishment	14491 S Dixie Hwy
Alexander School	Educational Institutions	14850 SW 67 AVE
Shalisa of Miami Events INC	Business Services	9122 SW 182 ST
Alexander School, Inc	Child Day Care Facility	17800 OLD CUTLER RD
Alexander Toddler & Preschool, Inc	Educational Institutions	14400 OLD CUTLER RD
Alexander School's Infant & Toddler Program	Educational Institutions	17700 OLD CUTLER RD
OLD CUTLER PRESBYTERIAN CHURCH (NON-PROFIT)	Educational Institutions	14401 OLD CUTLER RD
Proline Mobile Services INC	Barber Shop/Chair	14227 S Dixie Hwy, Suite B
BLOW DRY GIRLS BY ADA LLC	Beauty Services	13615 S Dixie Hwy, Suite 119
Dr. Jaime I. Flores	Physician	14707 S Dixie Hwy, PH403
Lyf Aesthetics	Clinic/Medical Center/Dialysis	14707 S Dixie Hwy, PH403
GSD Imports, LLC Audi Miami South	Auto/Truck/Van Sales	17405 S Dixie Hwy
GSD Imports, LLC Audi Miami South	Business Services	17405 S Dixie Hwy
ASSURITY LIFE INS CO	Insurance Company	2000 Q Street
Madison Narional Life Ins	Insurance Company	1 Horace Mann PLZ
GOVERNMENT PERSONNEL MUTUAL LIFE INS CO	Insurance Company	2211 NE Loop 410
Assurance America Insurance Company	Insurance Company	5500 INTERSTATE NORTH PARKWAY SUITE 600
The chesapeake life Insurance Company	Miscellaneous	7440 Woodland Drive

Tier One Insurance Company	Miscellaneous	1932 Wynnton RD
UNIFIED LIFE INS CO	Miscellaneous	7201 W 129 ST SUITE 300
WEST COAST LIFE INSURANCE COMPANY	Miscellaneous	P O BOX 2723
AMERICO FINANCIAL LIFE & ANNUITY INS COMPANY	Miscellaneous	P. O. BOX 410288
ALL SAVERS INSURANCE COMPANY	Miscellaneous	7440 Woodland Drive
UNITEDHEALTHCARE LIFE INSURANCE COMPANY	Miscellaneous	P O BOX 1459
Sierra Health and Life Insurance Company Inc	Miscellaneous	3100 AMS Boulevard
DELAWARE LIFE INS CO	Miscellaneous	10555 GROUP 1001 WAY
MID-WEST NATIONAL LIFE INSURANCE COMPANY	Miscellaneous	7440 Woodland Drive
Farmers Insurance Exchange	Miscellaneous	6301 Owensmouth Ave
Heartland National Life Insurance Company	Miscellaneous	4200 little blue parkway suite 400
AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	Miscellaneous	1932 Wynnton RD
Holistic Wellness Home Health Care	Administrative Office	8925 SW 148 St Suite 108
The Sand and Gravel Shop	Business Services	17911 S Dixie Hwy
Luxury Lifestyle Management, Inc.	Accountant	15321 S Dixie Hwy, Suite 210
Kings Bay Travel Service Inc.	Tour/Travel Agency	15305 SW 74 CT
Nicklaus Children's Pediatric Specialists at Coral Reef	Clinic/Medical Center/Dialysis	8950 SW 152 ST SUITE A-115
Astur Home Care LLC	Home Medical Care Provider	18001 Old Cutler Road, Suite 655
Indigo Palmetto Bay	Apartments	9500 SW 174 Street
Ombright Wellness Acupuncture Holistic Center MNJ Chiropractic Clinic	Acupuncture	9710 east indigo st
New Sunrise Behavior Therapy Corp	Administrative Office	9555 SW 175 Ter Suite 214
7- ELEVEN STORE # 34984	Retail Store	15199 S DIXIE HWY
7- ELEVEN STORE # 34984	Take Out Food/Snack Bar	15199 S DIXIE HWY
7-Eleven Inc	Dealer in Petroleum Products	15199 S DIXIE HWY
Shondorfhaus Specialties LLC Babe's Meat & Counter	Eating Establishment	9216 SW 156 Street
J S LEW INC Merle Norman cosmetics	Beauty Services	13617 S Dixie Hwy, Suite 124
Styled by Jenn Inc	Beauty Services	15053 South Dixie HWY

Security Task Force, LLC.	Guard Patrol Agency	18001 Old Cutler Rd Suite 552
AVIKTOR CORPORATION	Specialty Building Contractor	17650 SW 87 AVE
Palmetto Medical Institute	Educational Institutions	9245 SW 157th Street, Suite 209
Perrine Cutler Press Inc.	Printing/Lithograph	990 Perrine Ave
LTY Designs, Inc.	Beauty Services	13617 S Dixie Hwy, Suite 124
HOME STEEL PATIO LLC	Retail Store	960 Perrine Avenue
VISIONWORKS, INC	Retail Store	13601 S Dixie Hwy
Ana M Buzzi VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
Scarlettâ€™s Center Stage	Business Services	14115 S Dixie Hwy, Suite D&E
Palmetto Bay Academy Education LLC	Administrative Office	16637 S Dixie Hwy
Golden Rule Seafood	Eating Establishment	17505 South Dixie Highway
Golden Rule Seafood	Retail Store	17505 South Dixie Highway
EASTMAN PARTNERS LLC	Real Estate Branch Office	14707 SOUTH DIXIE HIGHWAY Suite 312
ACE AMERICAN INSURANCE COMPANY	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
ACE FIRE UNDERWRITTERS INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
BANKERS STANDARD INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
CHUBB INDEMNITY INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
FEDERAL INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
GREAT NORTHERN INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
PACIFIC EMPLOYERS INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
PACIFIC INDEMNITY CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
VIGILANT INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
WESTCHESTER FIRE INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
ESTRELLA INSURANCE	Insurance Company	16635 S Dixie Hwy
Steve Myers Insurance Agency, Inc. State Farm	Insurance Company	9004 SW 152 Street
ALL ABOUT INSURANCE INC MULLIGAN MOTOR INC	Insurance Company	17891 S DIXIE HWY SUITE 105
Gowin Insurance Agency, Inc.	Insurance Company	8700 SW 159 Street
Legacy III Insurance Agency dba GreatFlorida Insurance-Palmetto Bay	Insurance Company	9811 WAYNE AVE
AR 1 INSURANCE LLC UNIVISTA INSURANCE	Insurance Company	9829 SW 184 ST
Bupa Insurance Company	Insurance Company	18001 Old Cutler Rd, Suite 500
ACE PROPERTY AND CASUALTY INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
Matthew Westrch DC, PA	Chiropractor	9710 East Indigo St. Suite 301

Regis House, Inc.	Mental Medical Counselor	9245 SW 157 St Suite 203
De Sol Property Management, Inc	Management Services	18001 Old Cutler Rd Suite 552
Little Planet Behavioral Services	Administrative Office	14707 S Dixie HWY STE 303
synergy consulting services, inc	Billing/Bookkeeping Service	18151 SW 98 CT
Tactile Construction LLC	Specialty Building Contractor	7605 Sw 161 terrace
Weight and Wellness of South Florida	Weight Control Center	14115 South Dixie Highway, Suite I
Kuts 4 Kids Inc	Beauty Shop/Chair	9841 SW 184 Street
My Tobacconist Inc. My Tobacconist Smoke Shop	Retail Store	9869 E. Fern Street
TCG FOOD SUPPLY LLC	Business Services	17225 S DIXIE HWY 104
Banner Tire South	Business Services	17645 S Dixie Hwy
Giancarlo's Miami INC GC Miami Barbershop	Barber Shop/Chair	9835 SW 184th St
ANTIQUE MALL Y'ALL OF PERRINE INC.	Antique/Art Dealer/Studio	9845 E. FERN ST.
ML Opovo inc PALMETTO BAY DRY CLEANERS	Cleaner/Laundry/Alterations	17375 S DIXIE HWY
Doly Baquero D.V.M The falls Animal Clinic	Veterinarian	15301 S Dixie Hwy
DMinel Partners LLC	Consultant/Copy/DUP/Reproduction Service	8925 SW 148 ST Suite #210 #2
COMPREHENSIVE PERSONAL CARE SERVICES, INC.	Administrative Office	8925 SW 148 STREET SUITE 100
8th Gate Tattoo LLC	Business Services	14115 S Dixie HWY
SCHAPIRO JOEL MD	Physician	18057 S DIXIE HWY
JMR CONSTRUCTION SERVICES	Administrative Office	14707 S. DIXIE HWY, #317
DOLLAR TREE STORES, INC.	Retail Store	15043 S DIXIE HWY
Yoliâ€™s Bowtique Inc.	Business Services	13845 S Dixie Hwy
JBW Realty Group Inc	Real Estate Branch Office	17303 SW 87 AVE
MAR DEL SUR TRADING CORP	Management Services	17045 SW 81 CT
Lianne M Pino OD PA Exceptional Vision	Optometrist	9000 SW 152 St SUITE 204-205-206
HAIR BY NORMA AT PALMETTO BAY, INC.	Beauty Services	17992 SW 97 Ave
Flores Construction Group	Specialty Building Contractor	7705 SW 141 Street
Frankie's Pizza	Food Products mfg./Process	7895 SW 152 ST
Gorman Painting Inc	Administrative Office	7920 SW 165 street

The Billbrough Firm, P.A.	Attorney	7321 SW 146 Terrace
Terrecon Design & Construction Inc.	Specialty Building Contractor	7515 S.W. 168 Street
Michael D. Feldman, D.O.	Physician	8750 SW 144 Street, Suite 203
Goodwill Industries of South Florida, Inc.	Retail Store	17631 S Dixie Hwy
Revived Barbershop	Barber Shop/Chair	18079 s Dixie Highway
D' ALEMBERTE SOL INC PHOENIX SPORTS	Personal Services	7895 SW 152 ST
Eva's Hair Salon LLC	Beauty Services	17019 S Dixie Hwy
PEDIATRIC DENTAL CENTER OF PALMETTO BAY	Clinic/Medical Center/Dialysis	Pediatric Dental Centers Of Palmetto Bay
Ramsca Inc	Retail Store	14317 SOUTH DIXIE HWY
OUTDOOR PATIO EMPORIUM CORP	Retail Store	13801 S Dixie Hwy
Aquariumart, Inc	Retail Store	9843 SW 184 STREET
PAUL M. COWAN P.A Paul M. Cowan & Associates, P.A.	Attorney	8925 SW 148 Street, Suite 100
Progressive Casualty Ins Company	Administrative Office	17901 Old Cutler Rd - Suite 300
Juan Quintero DMD	Dentist	17996 SW 97 AVE
Franjo Road Station Inc 87	Eating Establishment	18001 SW 97 AVE
Franjo Road Station Inc 87	Retail Store	18001 SW 97 AVE
Franjo Road Station Inc 87	Take Out Food/Snack Bar	18001 SW 97 AVE
Franjo Road Station Inc	Dealer in Petroleum Products	18001 SW 97 AVE
T-MOBILE SOUTH LLC D/B/A T-MOB	Retail Store	15801 S DIXIE HWY SUITE E
HONGLI REN ORIENTAL HEAVEN MASSAGE	Massage Therapist	9865 SW 184 ST
SUBKING LLC	Eating Establishment	17945 SW 97 Ave
Efficient Construction Enterprise Inc	Specialty Engineering Contractor	6741 SW 140 ST
Automated Accounting for Small Business, Inc	Accountant	15715 S Dixie Hwy Ste 231
WALKER BUILDING SERVICES INC	Specialty Building Contractor	9000 SW 152 ST Suites 104-106
Silhouette Modeling Agency ,LLc	Educational Institutions	13821 S DIXIE HWY
Stonefish Inc	Specialty Building Contractor	14425 SW 84 CT
Elite Miami Realty, LLC	Real Estate Broker	7621 SW 149 Street
kriscolorshair	Beauty Services	13615 S Dixie Hwy Suite 202
PAUL M. COWAN & ASSOCIATES, P.A.	Attorney Branch Office	8925 SW 148th Street, Suite 100

OG Dance Studios, Inc Fred Astaire Dance Studios - Pinecrest	Educational Institutions	14109 S Dixie Hwy
Dorta G Contractors LLC	Specialty Building Contractor	8240 SW 164 TER
Designcube, LLC	Consultant/Copy/DUP/Reproduction Service	15805 SW 90 Avenue
JRL Contractors	Specialty Building Contractor	16017 SW 74 PL
American Bath Inc	Retail Store	14241 S Dixie Highway
GGA Investments LLC Caffe Portofino	Eating Establishment	13615 south Dixie hwy suite 117
CARLOS M MARTINEZ MD	Physician	9725 SW 184 ST
THE CUT STOP BARBERSHOP INC.	Barber Shop/Chair	9853 EAST FERN STREE
Malibu Pools USA, LLC	Retail Store	17690 S Dixie Hwy
Elemental Jiu- Jitsu and Fitness	Business Services	13855-57 S Dixie Hwy
Group4C, LLC	Administrative Office	7460 SW 158 TER
Florida Sleep Consultants Miami Mattress	Retail Store	14197 S Dixie Hwy
Kleidys Nails Salon LLC	Beauty Services	17225 S Dixie highway
Miami Sports Club Corp.	Instructor/Training/Tutor	7895 SW 152 ST
Round Tuit Inc	Specialty Building Contractor	13900 Old Cutler Rd
Palmetto Bay Yoga INC	Fitness Center - Membership	13847-67 SOUTH DIXIE HWY
Lucys Place Inc	Cleaner/Laundry/Alterations	13841 S Dixie HWY
168 BP, Inc	Retail Store	16815 S Dixie Hwy
LEROSE BEAUTY SALON	Beauty Services	15319 SOUTH DIXIE HWY
NC Homes	Administrative Office	7800 SW 180 St
Robert F Buksch Jr. DMD	Dentist	9000 SW 152 ST #101
Beauty By Michelle, LLC	Beauty Services	15715 South Dixie Hwy Suite 409
Exotiquarium Pet International	Retail Store	13615 S Dixie Hwy # 115,
Massage Blue Corp	Message Establishment	17033 S Dixie Hwy
Michael D Feldman D.O., P.A.	Clinic/Medical Center/Dialysis	8750 SW 144th Street Suite 203
ALL ACCOUNTING SERVICES LLC	Accountant	18085 S DIXIE HWY
GENERALCOVER LLC	Insurance Adjuster	14707 S Dixie Hwy suite 320
PROS MIAMI SOUTH LLC	Clinic/Medical Center/Dialysis	14437 SOUTH DIXIE HWY
Matisses Hair Loft LLC	Beauty Services	13615 South Dixie HWY Unit # 312
Arepas Macita Inc	Take Out Food/Snack Bar	9825 SW 184 ST

TD BANK NA	Banking Facility	14395 South Dixie Highway
White Orchid Spa	Beauty Services	13615 S. Dixie Highway, Suite 108
HDI GLOBAL INSURANCE COMPANY	Miscellaneous	161 N CLARK ST FLOOR 48
NATIONAL TEACHERS ASSOCIATES LIFE INSURANCE COMPANY	Miscellaneous	1 Horace Mann PLZ
jinfeng 888 inc Oriental Heaven Massage	Business Services	9865 sw 184 street
STONE, GLASS & CONNOLLY, LLP	Attorney Branch Office	18001 Old Cutler Road, Suite 457
Rhonda Rees Vivas Psy.D.	Psychologist	14707 South Dixie Highway, Suite 211
YANIERIS MATOS MEDINA		
VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
Acol Realty Inc.	Real Estate Broker	16940 SW 87 Ave
The Boulos Realty Company	Real Estate Branch Office	14411 South Dixie Hwy Suite 215
Hair by Kathy LLC	Beauty Services	15053 S Dixie HWY
Wz enterprises Mekong chinese	Eating Establishment	18073 S Dixie Hwy
RONLO ENTERPRISES, INC.	General Engineering Contractor	18001 Old Cutler Rd, Suite 405
JL Brown Development, Inc.	Administrative Office	13645 OLD CUTLER RD
Marcell Hetenyi CPA PA SCHECKNER & HETENYI, PL	CPA	18001 Old Cutler Road STE 421
Scheckner & Hetenyi, PL	Accountant	18001 Old Cutler Road STE 421
ENTERPRISE RENT-A-CAR	Business Services	16011 South Dixie Hwy
Mahoney Construction Inc	Specialty Building Contractor	16801 SW 84 Ave
Mugica Group Homes # 4	Assisted Living Facility	18341 SW 87 Ave
Hair Wizard	Beauty Services	17573 S Dixie Highway
THE CEVICHE AND GUACAMOLE HOUSE		
Coral Reef Farmers Market	Food/Beverage Sales	7895 SW 152 ST
The butcher shop inc	Eating Establishment	14235 S Dixie HWY
Catering shop inc	Business Services	14233 S Dixie HWY
Palmetto Bay Ballet Corp Ballet At The Park Dance Studio	Educational Institutions	17535 SW 95 Ave
MARK WEBER SOUND SPECIALIST, INC.	Administrative Office	15410 SW 78 COURT
S&R pressure cleaning	Specialty Building Contractor	15321 SW 79 AVE
Clarin Eye Care Center P.A.	Clinic/Medical Center/Dialysis	14429 S Dixie Hwy
CORAL REEF DENTAL CENTER	Clinic/Medical Center/Dialysis	14981 SOUTH DIXIE HWY
ROK GAMING LLC	Business Services	15305 S Dixie Hwy
PRAMS WATER SHIPPING Co INC	Administrative Office	13704 SW 83 CT

Kleber plumbing Co.	Specialty Plumbing Contractor	9740 Sw 181 terrace
BOLD ON 88TH	Apartments	8800 SW 141 ST
The Dreadnought Group, Inc.	Consultant/Copy/DUP/Reproduction Service	17220 SW 84 CT
jvsciascia inspections maintence &a/c inc.	Business Services	9200 SW 183 TER
Cris Kore Pilates, LLC	Fitness Center - Membership	9024 SW 152 street
Allied Plumbing & Drain Cleaning, Inc.	Specialty Plumbing Contractor	8720 SW 149 TER
PR AIRBOATS SERVICES INC	Administrative Office	18020 SW 94 CT
THE COOKIE BANDIT,INC	Administrative Office	16195 SW 117 AVE
Pesky Critters Inc	Administrative Office	7220 Sw 151 St
American Republic Antiques & Collectibles LLC	Antique/Art Dealer/Studio	9841 East Fern St.
Excell Electric Systems, LLC	Specialty Electrical Contractor	9245 SW 157th Street Suite 103
Beacon Financial Resource Group, Inc.	Mortgage Broker Business	14510 SW 77 Court
The Learning Tree of Arts Inc	Educational Institutions	13863 S Dixie Highway
ROBERT S STEINBERG PA DBA STEINBERG & ASSOCIATES	Attorney Branch Office	15715 S DIXIE HWY Suite 226
Stoned Goat Smoke and Vape Shop LLC	Retail Store	17891 S Dixie Hwy
GDZ Computer Services, Inc.	Computer/Data Processing Services	18001 Old Cutler Rd Suite 562
Signs R Us Advertising Balloon Inc.	Business Services	9220 SW 156 ST
Goodnature Construction LLC	Specialty Building Contractor	15740 SW 77 AVE
Maritzaâ€™s Hair Studio	Beauty Services	13615 S Dixie Hwy, STE 208
Concerned Citizens of Old Cutler INC 2005	Administrative Office	6940 SW 142 TER
Pastorella Enterprises INC	Administrative Office	6940 SW 142 TER
Yaimara luzardo	Beauty Services	15053 S Dixie HWY
Fernando J Duarte DMD, PA	Medical/Dental (Prepaid) Maintenance Organization	8977 SW 152 Street
AYESHA FINE DINING INC	Eating Establishment	14151 S Dixie Hwy
OPUSCARE OF FLORIDA	Clinic/Medical Center/Dialysis	9730 E FERN ST
Pet Love GroomSpa LLC	Animal Services	17984 SW 97 Ave

Black Diamond Capital Group LLC Planet Van Rentals	Administrative Office	14707 S Dixie Highway SUITE 108
SOR Schools III, LLC School of Rock Palmetto Bay	Educational Institutions	14765 S Dixie Highway
SBS Investments of Dade County	Specialty Building	
Christina's Party Rentals Inc	Contractor	9740 E EVERGREEN ST
DADELAND DODGE CHRYSLER JEEP	Business Services	16501 SOUTH DIXIE HWY
Fingerprint Technologies, Inc.	Administrative Office	15321 S Dixie Hwy.
MI RA JEWLERS	Retail Store	13797 South Dixie Highway
Kurt Klaus Attorney at Law	Attorney	15715 South Dixie Hwy. Suite 225
DADELAND DODGE CHRYSLER JEEP	Business Services	16501 S Dixie Hwy
DESTINY RESEARCH CENTER	Clinic/Medical Center/Dialysis	9725 SW 184 St
Tracy Lynne Davis Alvarez	Beauty Services	15053 S Dixie Highway
Jan T Grooming	Animal Services	9851 SW 184 ST
Jan T Grooming	Retail Store	9851 SW 184 ST
Dade Medical Associates inc	Clinic/Medical Center/Dialysis	18057 S DIXIE HWY
SIMON DAVID F CPA THE SIMON-CRAIR GROUP CERTIFIED PUBLIC ACCOUNTANTS, PA	Accountant	8925 SW 148 St, Suite 212
CHEF MARTINE LLC Coral Reef Farmers Market	Food/Beverage Sales	7895 SW 152 ST
Breder Management Corp	Real Estate Branch Office	9861 SW 184 Street
D's DIY AGE BURGERS Farmers Market at Coral Reef Park	Food/Beverage Sales	7895 SW 152 ST
CREATED BY CARY LLC Coral Reef Farmers Market	Apparel/Accessory Manufacturer	7895 SW 152 ST
305 BBQ TOGO/ LA COCINA DE JO (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
FRIENDS PRODUCTS LLC (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
VIVI SWEETS LLC (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
PARASIDE FRMS ORGANIC CORP (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
SALSA Y SABOR (Coral Reef Farmer's Market)A INC	Food/Beverage Sales	7895 SW 152 ST
CANDEELAND (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
Whatchewsay? Inc. (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
ABP Aventura Inc Relax The Back	Retail Store	13619 S. Dixie Hwy #129

Charcuterie Bree (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
PATTY DOES CROCHET (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
LAS VIOLETAS (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MARITZA GOMEZ BAKE GOODS (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
UNIQUE BOITIQUE DESIGN (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
LVG CREATIONS (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
SOUTHERN GREEN (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
DULCES! BY AIDA (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
NATURES KARMA BAZAAR (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
TROPICAL WAFFLE (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
ARBOLITOS CO (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
AYA DELIGHTS (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
ZARED ZARZA BRAND (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
CECCI STONES (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
VALROCKS TIE DYE (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
PROVIDA HEALTH (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MARGGIES SHOT (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
A1 Superior Cleaning System Inc.	Retail Store	13831 S Dixie Hwy
DataRemote Inc	Consultant/Copy/DUP/Reproduction Service	18001 Old Cutler Rd, Ste 368
Hometown Organizing LLC	Administrative Office	7361 Southwest 165 Street
George Family Farm	Administrative Office	7840 SW 180 Ter
Scoba Investigations Inc	Private Investigative Agency	17720 SW 76 Avenue
DataRemote Inc	Business Services	18001 Old Cutler Rd, Ste 370
DataRemote Inc	Administrative Office	18001 Old Cutler Rd, Ste 600
Bright Behavioral Health Corp.	Business Services	18001 Old Cutler Road, Suite 550

Thornton Tayloe Perry	Dentist	8975 SW 152 ST
The Falls Animal Clinic LLC	Veterinary Clinic	15301 S Dixie Hwy
Isaacs Roofing & Insulation Corp	Administrative Office	17225 S Dixie Hwy Suite 200
Cervinos Insurance LLC dba Sebanda Insurance	Insurance Company	18001 Old Cutler Rd Suite 637
SC Colonial Palms LLC Sport Clips Haircuts	Barber Shop/Chair	13611 S Dixie Hwy Unit 108
Envirocrete, Inc.	Specialty Building Contractor	17225 S DIXIE HWY, Suite 200
VUELTA FLORALBA DDS PA CORAL REEF DENTAL CENTER	Dentist	14981 S Dixie HWY
Sunstate Bank	Banking Facility	14095 South Dixie Highway
Pitman Photo Inc	Retail Store	14321 S Dixie Hwy
Piedra Data Services, LLC	Business Services	18001 Old Cutler Road #407
Checkers Drive-In Restaurants, Inc	Take Out Food/Snack Bar	13625 South Dixie Hwy
Chic Nails Studio 117 LLC	Beauty Services	13615 S Dixie Hwy 112- 117
Contrada Realty LLC	Real Estate Firm	183995 sw 84 ct
Optical Crime Prevention INC	Security Systems Monitoring	9726 East Indigo Street, Suite 200
Andrea's Magic Touch LLC	Beauty Services	14115 S Dixie HWY suite J
Pink polish llc	Beauty Services	13805 S Dixie Hwy
Alaine's Osteria	Eating Establishment	7290 SW 168 ST
Ginard Studio, LLC	Architect	18001 Old Cutler Rd, Suite 649
CORAL REEF LAW OFFICES PA	Attorney Branch Office	7600 SW 136 ST
LIMBER LLC CLUB PILATES PALMETTO BAY	Fitness Center - Membership	15365 S Dixie HWY SUITE 3-4
RCR PLUMBING SERVICES, INC.	Specialty Plumbing Contractor	14707 S. DIXIE HIGHWAY SUITE 402D
Ad Designs Incorporated	Administrative Office	16735 SW 83 AVE
United lending Corporation	Administrative Office	14411 S Dixie Hwy Suite 209
c/o Stone & Associates Law Firm, PA	Attorney Branch Office	18001 Old Cutler Road, Suite 457
Richard David Guadagnolo, II	Attorney	18001 Old Cutler Road, Suite 457
ELDER LIFE MENTAL HEALTH INC	Clinic/Medical Center/Dialysis	18140 SW 97 AVE
Wider Realty LLC	Real Estate Firm	9710 E Indigo St Suite 201
Gaston de Zarraga Computer Services Inc.	Administrative Office	18001 Old Cutler Rd Ste 562
Hair Affair by Maria	Beauty Services	13615 S Dixie HWY #203
MILAâ€™S NAILS CORP	Beauty Services	13615 S DIXIE HWY Unit 100
17777 Old Cutler Road. LLC	Administrative Office	18001 Old Cutler Road Suite 403
Pinecrest Travel	Tour/Travel Agency	15321 S Dixie Highway
Galaxy Nails	Beauty Shop/Chair	14973 S Dixie Hwy

AJ's Jewelry	Retail Store	17501 South Dixie Highway
Mandel Law Group, P.A.	Attorney Branch Office	8925 SW 148 ST
Patterson & Sweeny, PL	Attorney Branch Office	18001 Old Cutler Road, Suite 635
ALL FLORIDA CLAIMS PROFESSIONALS INC	Administrative Office	15130 SW 89 AVENUE
Jennifer Martinez-Amores, DMD	Dentist	13617 South Dixie Highway
Amores Dental Care	Clinic/Medical Center/Dialysis	13617 South Dixie Highway Suite # 126
THE SIMON-CRAIR GROUP CERTIFIED PUBLIC ACCOUNTANTS, PA	Administrative Office	8925 SW 148 St, Suite 212
GMSTEK, LLC	Administrative Office	18001 Old Cutler Rd., Suite 472
Diaz & Cooper Advertising, Inc.	Advertising/Marketing/Public Relations	8190 SW 148 Drive
Empire interior wall corp	Administrative Office	13765 sw 80 ave
BG Building Group LLC	Specialty Building Contractor	8245 SW 177 TER
Sandra p hair stylist	Beauty Services	13615 S Dixie Hwy #112
KENDALL Y AUTOMOTIVE MANAGEMENT, LLC KENDALL HYUNDAI	Auto/Truck/Van Sales	15895 S DIXIE HIGHWAY
Lawns by AL	Lawn/Landscape/Tree Services	9122 SW 181 ST
Divine Paradise Spa	Beauty Services	15715 S Dixie HWY, Suite 220
Commercial Pay Vacuums Inc	Administrative Office	9831 EAST EVERGREEN STREET
Mar Trading Corp.	Administrative Office	16032 SW 74 PL
Rsmart Kona-Ice MIami South	Business Services	7895 SW 152 ST
Premier Landscape Group Inc	Lawn/Landscape/Tree Services	8320 SW 183 terr
Osdatec ,Inc.	General Building Contractor	15321 SOUTH DIXIE HIGHWAY
Francisco J. Espinosa,DMD,PA	Dentist	9000 Coral Reef Dr, Suite 201
Moving Toward Agape, Inc.	Mental Medical Counselor	15715 S Dixie Hwy Suite 403
Sandis Discount Store	Retail Store	13853 S Dixie Hwy
G&D PPEC LLC	Clinic/Medical Center/Dialysis	14201 S DIXIE HWY
A&S Good Behavior LLC	Business Services	15715 S Dixie HWY, Suite 330
ibeyond, Inc. ibeyond pilates	Fitness Center - Membership	13825 S DIXIE HWY
PERRINE BOOK AND VIDEO	Retail Store	18093 S DIXIE HWY
PLATINUMPRO ELITE CORP	Insurance Adjuster	14707 S DIXIE HWY # 209
Exceptional Vision	Clinic/Medical Center/Dialysis	9000 SW 152 ST SUITE 204-205-206

Miami Beach Medical Consultants LLC	Clinic/Medical Center/Dialysis	9855, 9861, 9863 E Fern St
R.V.O. ENTERPRISES CORPORTION Bud Stop Florist	Retail Store	16705 OLD CUTLER RD
dunamis pichi zuri LLC Padron Dry Cleaners	Business Services	9877 sw 184th st
DESIRE HEALTH CARE CORP	Administrative Office	15321 S Dixie Hwy Ste 305
Grove Bank & Trust	Bank Trust Company	14695 S DIXIE HWY
BrandsMart USA of South Dade LLC	Retail Store	16051 S DIXIE HWY
Purified Wellness Aesthetics	Clinic/Medical Center/Dialysis	14707 S dixie hwy # 204
Prestige Aba Therapy Corp	Business Services	9555 SW 175 Ter Unit 650
Jones Stephen MD Purified wellness aesthetics	Physician	14707 S Dixie hwy suite 204
Modern Medspa, LLC	Personal Services	13615 S Dixie Highway, Suite #308
Dr. Dwight Reynolds	Psychologist	15715 S. Dixie Hwy, #327
T-Mobile Financial LLC T-Mobile	Retail Store	15801 S Dixie Hwy, Ste E
T-Mobile Leasing LLC	Retail Store	15801 S Dixie Hwy, Ste E
ST. THOMAS UNIVERSITY, INC. (NON-PROFIT)	Administrative Office	9555 SW 175TH TERRACE, SUITES 216-218
Lifestream wellness (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Crumble Delight (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Cafe Vidita (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
PKELLEER ART (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Nuni's Baked Goods (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Denim Rag (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
BE 3D PRINT SHOP (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Emmys Catering (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
JEWELRY BY PAULOUA (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Chef Norlan Catering (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
Paul n. Contessa & Assoc LLC	Business Services	15321 South Dixie Highway #207
LEMON MOON DROP CHARMS (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST

MUD BOYS INC (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MAGIC CITY DRINKWARE (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
Tiffany Silverman c/o Stone & Associates Law Firm, PA	Attorney	18001 Old Cutler Road, Suite 457
Banyan Tree Service, Inc.	Lawn/Landscape/Tree Services	9303 SW 182 ST
South Dade Realty	Real Estate Branch Office	17917 SW 97 AVE
La Vida Sigue Adult Daycare	Adult Day Care	13813-15 S Dixie Hwy
BBT Home Care & Staffing, LLC Right at Home	Administrative Office	18001 Old Cutler Road, Suite 554
Studio 413 Salon & Spa	Beauty Services	15944 SW 92 AVE
MIAMI GOLD COINS INC	Retail Store	13789 S Dixie Hwy
NATIONWIDE MUTUAL INSURANCE COMPANY	Miscellaneous	1 NATIONWIDE BLVD, 1-99-FIN3
VEROS AIRCRAFT SALES AND RENTALS LLC SOFLO SMOKE SHOP	Retail Store	17035 S DIXIE HWY
Allied Building Inspection Services, Inc.	Administrative Office	18001 Old Cutler Road, Suite 560,
HEAVENLY CORN CREATIONS INC (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
VELVET PETALS FLORAL ART (CORAL REEF FARMERS MARKET)	Business Services	7895 SW 152 ST
DTT Coaching Services, LLC	Administrative Office	9745 SW 184 ST
DAMARYS CLEMENT DTT Coaching Services, LLC	Personal Services	9745 SW 184 ST
JULIO C CASTRO M.D DTT Coaching Services, LLC	Physician	9745 SW 184 ST
Shaddai Lebanese Grill, Inc. Los Bandoleros	Eating Establishment	14487 S Dixie Hwy
BRACC'S BREW (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
GOGO'S FLAN (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
DGQ CREATIONS (CORAL REEF FARMERS MARKET)	Apparel/Accessory Manufacturer	7895 SW 152 ST
POPINBOBA LLC (CORAL REEF FARMER MARKET)	Food/Beverage Sales	7895 SW 152 ST
Revenue Cycle Management Professionals, Inc	Administrative Office	15715 South Dixie HWY, Suite 312 and 313
Allstars Insurance Partners Estrella Insurance	Insurance Company	18071 S DIXIE HWY

VITALITY HEALTHCARE GROUP	Clinic/Medical Center/Dialysis	14873 S DIXIE HWY
CLAUDIA LOPEZ D.N.P VITALITY HEALTHCARE GROUP	Physician	14873 S DIXIE HWY
ALL FLORIDA YACHT SALES LLC	Yacht /Boat/Marine Broker	18211 SW 95 CT
BOX IQ FITNESS + KNOWLEDGE LLC	Fitness Center - Membership	15900 SW 92 AVE
168 BP, Inc	Dealer in Petroleum Products	16815 S DIXIE HWY
Starwood Wealth Management Group LLC	Business Services	18001 Old Cutler Rd Suite # 647
Oliver-Pyatt Centers LLC Clementine Palmetto Bay	Clinic/Medical Center/Dialysis	7201 SW 174 ST
Krispy Kreme Doughnut Corporation	Eating Establishment	16851 S Dixie Hwy
THE SPATZ LAW FIRM, PL	Attorney Branch Office	14707 S DIXIE HWY # 302-304
Palmetto Bay Early Childhood Center LLC KLA SCHOOL OF PALMETTO BAY	Child Day Care Facility	14875 S DIXIE HWY
Claudia M Halwani, DOM, Inc	Acupuncture	8925 SW 148 Street #210
GB Palmetto Bay DBA Gracie Barra Palmetto Bay	Instructor/Training/Tutor	17377 S Dixie Hwy
Space Coast Credit Union	Banking Facility	13793 S Dixie Hwy
My Massage Haven Happy Feet Miami Spa	Message Establishment	13817 S Dixie HWY
Walgreens #10470	Retail Pharmacy	16795 S DIXIE HWY
Walgreens #10470	Film/Photo Process/Develop	16795 S DIXIE HWY
KENDALL Y AUTOMOTIVE MANAGEMENT, LLC KENDALL HYUNDAI	Business Services	15895 S DIXIE HWY
Southeastern Conference Assoc of Seventh day Adventist, Inc Perrine Seventh-day Adventist School (Non-profit)	Educational Institutions	9750 E Datura Street
BlackWebInkMiami LLC	Business Services	18055 S DIXIE HWY UNIT A
Andrea Martinica Massage Haven	Massage Therapist	13817 S DIXIE HWY
ISLAND GRILL 184 INC	Take Out Food/Snack Bar	9845 SW 184 ST
KaiWell Health	Administrative Office	15321 South Dixie Highway, STE 203
Lizaida Enamorado, APRN KaiWell Health	Personal Services	15321 South Dixie Highway, STE 203
Cobalt Construction Solutions	Business Services	9000 SW 174 ST

HAIR DECISIONS, LLC	Beauty Services	17891 S Dixie Hwy Suite 103
DFMMJ Investments LLC AYR Cannabis Dispensary	Retail Store	8898 SW 144 Street
Ds DryAgeBurgers (Parks vendor)	Food/Beverage Sales	7895 SW 152 ST
Andrea Patricia Dager D.O GUIDEWELL SANITAS I, LLC	Physician	8950 SW 152 Street Suite # 104
	Medical/Dental (Prepaid) Maintenance Organization	
Deering Dental LLC		16709 Old Cutler Rd
966 Licenses		

Bay, FL, 33176

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Alessia Bencomo, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - Malbrook Lane Addition.doc
Reso - Malbrook Lane Addition.docx
Malbrook Lane Addition KHA Proposal

To: Honorable Mayor and Village Council

Date: July 23, 2025

From: Nick Marano, Village Manager

Re: Malbrook Lane Addition

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is committed to enhancing the safety and mobility of its residents by improving infrastructure for transportation. The Village recognizes the importance of providing safe and convenient facilities for residents, which contributes to the Village's overall transportation plan and sustainability goals. The Village has identified SW 87th Avenue and SW 168th Street as a priority location for the installation of additional lanes, to improve safety, connectivity, and access for residents in the area. The Village solicited a proposal for the design and permitting of the lane additions on SW 87th Avenue and SW 168th Street, from our Continuing Services Consultants, and after careful review, determined that Kimley-Horn & Associates, Inc., a professional engineering and planning firm, is best qualified to provide the required services. Kimley-Horn & Associates, Inc. has submitted a proposal for the design and permitting for the lane additions at a cost not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), which includes all necessary design, engineering, and permitting services. The Village Manager and Public Services Department have reviewed the proposal and recommended approval of the agreement with Kimley-Horn & Associates, Inc.

FISCAL IMPACT:

The 2024-2025 fiscal budget for Parks and Recreation Capital Budget $450,000.00

Attachments:

A. Malbrook Lane Addition – KHA Proposal

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village is committed to enhancing the safety and mobility of its residents by improving infrastructure for transportation; and

WHEREAS, the Village recognizes the importance of providing safe and convenient facilities for residents, which contributes to the Village's overall transportation plan and sustainability goals; and

WHEREAS, the Village has identified SW 87th Avenue and SW 168th Street as a priority location for the installation of additional lanes, to improve safety, connectivity, and access for residents in the area; and

WHEREAS, the Village solicited a proposal for the design and permitting of the lane additions on SW 87th Avenue and SW 168th Street, from our Continuing Services Consultants, and after careful review, determined that Kimley-Horn & Associates, Inc., a professional engineering and planning firm, is best qualified to provide the required services; and

WHEREAS, Kimley-Horn & Associates, Inc. has submitted a proposal for the design and permitting for the lane additions at a cost not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), which includes all necessary design, engineering, and permitting services; and

WHEREAS, the Village Manager and Public Services Department have reviewed the proposal and recommended approval of the agreement with Kimley-Horn & Associates, Inc. in the amount not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), to ensure the timely and cost-effective completion of the project.

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

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

Section 2. The Village Manager is authorized to negotiate and enter into an agreement with Kimley-Horn & Associates, Inc. and issue a purchase order in the amount not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00) for the design and permitting of lane additions along SW 87th Avenue and SW 168th Street.

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

PASSED and **ADOPTED** this 8th day of September 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 25-01

Malbrook Neighborhood Lane Addition

DRAFT

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 25-01

Malbrook Neighborhood Lane Addition

Pursuant to the provisions contained in the "RFQ # 2021-11-08 for Professional Consulting Services" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated December 3, 2021, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Scope of Services in Attachments Exhibit "2".

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SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The VILLAGE manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the VILLAGE council.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the VILLAGE manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

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SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" a Lump Sum amount of **$99,920.00.**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the VILLAGE), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the VILLAGE.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,

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or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Retainage.** The VILLAGE Reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination**. Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE

DRAFT

and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the VILLAGE.

6.4 **Suspension for Convenience**. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated December 3, 2021 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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ATTEST:

VILLAGE OF PALMETTO BAY

_____
VILLAGE Clerk

By:_____
Nick Marano, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

_____
VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By:_____
Stefano Viola, P.E.
Senior Vice President

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "1"

Project Description and Assumptions

Project Description:

This proposal aims to assist the Village with the design and permitting of lane additions for an approximate 0.04-mile stretch of SW 87th Avenue and a 0.19-mile stretch of SW 168th Street, within the Village right-of-way as proposed in the 2019 Village Neighborhood Access Traffic Study by Marlin Engineering, Inc. (Alternative 2). The project includes the addition of a 180-foot northbound lane to SW 87th Avenue and a 1000-foot eastbound lane to SW 168th Street, along with necessary updates to the connecting roundabout to accommodate the new 12-foot traffic lanes.

Improvements will feature the construction of new asphalt pavement, milling and resurfacing of existing asphalt surfaces, updated pavement striping, sidewalk adjustments, new curbing, and new traffic signage as required. Additional enhancements will include new drainage infrastructure where needed, grading, and the installation of landscaping and irrigation systems. The project will also address tree displacement and replacement design due to the removal of existing trees for the new traffic lanes.

Professional services associated with the project include design, permitting, bid document development, bidding assistance, and limited construction phase services.

Assumptions:

1. Existing curbless drainage systems and site grading will require alterations to accommodate the new lanes. Alterations to grading and drainage will be made as necessary.
2. Several existing trees within the project area will need to be removed, and mitigation efforts will be implemented to address their removal.
3. Project review and permitting will be conducted through Miami-Dade Department of Environmental Resources Management (DERM) and Public Works.
4. A Class V permit from Miami-Dade is not anticipated for this project.
5. Surveying and geotechnical exploration of the project area will be conducted to support the design and construction of the new lanes and related improvements.
6. The Village's Neighborhood Access Traffic Study is considered sufficient for Miami-Dade County Public Work's review, and no additional traffic studies are required.
7. Drainage calculations will be required to support a no net increase in discharge for a 25-year, 6-hour storm event as per Miami-Dade County.
8. It is assumed that construction for this project will be completed within 12 months from construction start.
9. No public outreach assistance is to be provided by CONSULTANT.

Exhibit "2"

Scope of Services and Project Schedule

The professional services for this project will include the following:

Task 1 - Project Initiation and Schematic Design

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site listed in the Project Description (Exhibit "1") to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the VILLAGE on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with VILLAGE staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the VILLAGE. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

The CONSULTANT will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the VILLAGE or by others for whom the CONSULTANT is not legally responsible. The VILLAGE acknowledges that verifying the accuracy and completeness of such items is not part of the CONSULTANT's scope of services.

As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff. Task 1 will be completed within 8 weeks of authorization to proceed.

Task 1 Deliverables: One (1) Survey in PDF format, One (1) Geotechnical Report in PDF format, One (1) Schematic Plan Set in PDF format

Task 2 – Design Development Plans

Utilizing the survey and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans and estimate of cost for the construction of roadway improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the "FDOT") Standard

Indexes where applicable.

CONSULTANT will also perform up to one (1) site visit to inventory existing trees (3" DBH and greater) and existing palms (4' CT and greater) within the project area. Upon completion of the site visit, CONSULTANT will prepare a Tree Disposition and Relocation Plan described below as per the Village of Palmetto Bay and Miami-Dade County's land development code.

The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. General Notes
3. Demolition and Erosion Control Plan and Details
4. Paving, Grading, and Drainage Plan and Details– Containing the geometric, horizontal and vertical alignment for the proposed improvements within the project area.
5. Cross-Sections-Containing a maximum of three (3) typical cross sections for the proposed project design.
6. Typical Signing and Pavement Marking Plan and Details – Signing and pavement markings shall be detailed for use in the project.
7. Tree Disposition and Relocation Plan and Details-Containing existing tree locations keyed to a chart that describes species, height, diameter at breast height (DBH), canopy spread for trees and palms within the project limits. This plan will tabulate trees to remain, to be removed, and/or to be relocated. CONSULTANT will provide notes and details to support the trees' disposition, as well as code required mitigation calculations.
8. Irrigation Plans and Details-Containing adjustments to the Village's existing irrigation system to accommodate proposed landscaping as needed. It is assumed that a new irrigation pump, well, or service is not needed and that the proposed irrigation will be connected to the existing system.

Kimley-Horn will prepare a preliminary engineer's opinion of probable cost (OPC) based on the conceptual layout of the project.

As a part of this task CONSULTANT will prepare hydrologic and hydraulic calculations and summarize in a Drainage Report. The hydrologic and hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the 25-year, 6-hour design storm for both the existing and proposed conditions for the project area. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of

construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task 2 will be completed within 6 weeks of receiving schematic design plan approval from VILLAGE staff.

Task 2 Deliverables: One (1) Design Development Plan Set in PDF format, Engineer's Opinion of Cost in PDF format, One (1) Drainage Report in PDF format

Task 3 – Permitting

3.1 Coordination and Meetings

The CONSULTANT shall attend one (1) coordination meeting each with representatives of the Miami-Dade County Traffic Engineering Division ("MDTED") during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

CONSULTANT will also send plans prepared for Task 2 to Miami-Dade County Department of Regulatory & Economic Resources ("DRER") for a courtesy review. It is assumed that a permit from Water Control Section will not be required by DRER, however should one be required CONSULTANT will prepare permitting documents and update hydrologic calculations as an additional service to this scope.

3.2 Permit Documents

The CONSULTANT shall prepare and submit permit applications to MDTED. The packages will consist of the Design Development Plans prepared under Task 2. CONSULTANT will respond to up to three (3) rounds of reasonable comments from MDTED. The permit applications will be submitted within 6 weeks of receiving design development plan approval from VILLAGE staff.

The CONSULANT shall prepare and submit a permit application to DRER for tree removal. The package will consist of the Tree Disposition and Relocation Plans prepared under Task 2. CONSULTANT will respond to up to one (1) rounds of reasonable comments from DRER. The permit application will be submitted within 6 weeks of receiving design development plan approval from VILLAGE staff.

Once the plans are approved by MDTED and DRER, the CONSULTANT shall prepare and submit permit applications to Miami-Dade Plan Review Section (PRS) consisting of the Design

Development Plans prepared under Task 2 and any changes implemented during MDTED's and DRER's review. CONSULTANT will respond to up to two (2) rounds of reasonable comments from PRS. The permit application will be submitted within 2 weeks of receiving approval from MDTED.

The VILLAGE will pay all permit fees directly.

The CONSULTANT has no control over the actions of jurisdiction agencies and is not a party to agreements between the VILLAGE and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The CONSULTANT does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, the CONSULTANT does not guarantee that all issues affecting the site have been investigated.

Task 4 - Final Construction Plans and Bidding Documents

4.1 Final Construction Plans and Bidding Documents

Upon receipt of comments from PRS and MDTED, the Design Development Plans will be progressed to Construction Plans incorporating the permitting agency comments. This task will be completed within 6 weeks of receiving MDTED permit approval. CONSULTANT will provide construction level plans as well as an updated cost estimate and bid form for VILLAGE to use for the purpose of bidding.

Task 4 Deliverables: One (1) Final Construction Plan Set, Engineer's Opinion of Probable Cost, Bid Form, Approved Permit Plans

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the VILLAGE will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the VILLAGE and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

Task 6 – Limited Construction Phase Services

This task is to provide limited construction phase services by the CONSULTANT during construction of the project. There are four separate construction phase sub tasks as a part of this scope of work. The tasks are as follows:

1. Meetings
2. Shop Drawing Review
3. Contract Clarification
4. Project Close-out

The construction duration for the scope of work is 270 days.

6.1 Meetings

The CONSULTANT shall attend up to four (4) progress meetings (as scheduled by the VILLAGE) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

6.2 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The CONSULTANT shall perform these reviews in accordance with the standard of care of the professional at the time of service.

The CONSULTANT shall consult with and advise the VILLAGE as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.3 Contract Clarifications

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue necessary interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

6.4 Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the VILLAGE and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the VILLAGE.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$99,920.00.**

Task	Description	Labor Fee
1	Project Initiation and Schematic Design	$40,135.00
2	Design Development Plans	$24,625.00
3	Permitting	$10,995.00
4	Final Construction Plans and Bidding Documents	$13,840.00
5	Contractor Selection Assistance	$2,480.00
6	Limited Construction Phase Services	$7,845.00
	LUMP SUM FEE	**$99,920.00**

Kimley»Horn

STAFFING PLAN - FEE SCHEDULE

DATE: 06/27/25

PROJECT: Malbrook Neighborhood Lane Addition
CLIENT: Village of Palmetto Bay
ESTIMATOR: Tiffany Stanton

DESCRIPTION:	Principal	Senior Project Manager	Project Manager	Senior Professional	Project Professional	Analyst	Senior Designer	Designer	Senior Construction Specialist	Construction Specialist	Clerical	Survey Sub	Geotechnical Sub	Line Total
Task 1 - Project Initiation and Schematic Design														
Survey												$11,250		$11,250.00
Geotechnical													$11,500	$11,500.00
Utility Locates			1		2	5								$1,170.00
Project and CAD Set up			2		2	15								$2,715.00
Prepare Schematic Plans			6	2	3	60								$10,150.00
QAQC Schematic Plans			5	2	3									$1,855.00
Meetings and Coordination			4	2	1	1								$1,495.00
Task 2 - Design Development Plans														
Prepare Design Development Plans			2		4	50								$7,740.00
Prepare Landscaping & Tree Disposition Plans			4			40								$6,180.00
Prepare OPC			2	1	1	15								$2,780.00
Prepare Drainage Calulations and Report			6		4	22								$4,740.00
QAQC Design Development Plans and OPC			5	2										$1,405.00
Meetings and Coordination			4	2	2	2								$1,780.00
Task 3 - Permitting														
Prepare Permit Plans			2	1	4	16								$3,365.00
Miami-Dade Public Works Review			4	2	2	20								$4,210.00
Landscaping Permit			2		1	8								$1,620.00
Meetings and Coordination			5		1	5								$1,800.00
Task 4 - Final Construction Plans and Bidding Documents														
Prepare Construction/Bid plans			8	1	2	40								$7,475.00
Prepare OPC			2		2	10								$2,040.00
Prepare Bid Tabulation			2		1	8								$1,620.00
QAQC Bid Documents			4	2										$1,210.00
Meetings and Coordination			4	2	1	1								$1,495.00
Task 5 - Contractor Selection Assistance														$0.00
Bidding Assistance			6		2	3								$1,875.00
Meetings and Coordination			2	1										$605.00
Task 6 - Limited Construction Phase Services														
Meetings			8											$1,560.00
Shop Drawing Review			1			8								$1,275.00
Respond to RFI's			5			20								$3,675.00
Close-out			2			7								$1,335.00
TOTAL HOURS	**0**	**0**	**98**	**20**	**38**	**356**	**0**	**0**	**0**	**0**	**0**	**$11,250.00**	**$11,500.00**	
LABOR RATE ($/HOUR)	**$250.00**	**$225.00**	**$195.00**	**$215.00**	**$150.00**	**$135.00**	**$125.00**	**$110.00**	**$125.00**	**$100.00**	**$75.00**	**1.0**	**1.0**	
SUBTOTAL	**$0.00**	**$0.00**	**$19,110.00**	**$4,300.00**	**$5,700.00**	**$48,060.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,250.00**	**$11,500.00**	
PAGE TOTAL														**$99,920.00**

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 8, 2025

SUBMITTED BY: Alessia Bencomo, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR SUB-BASIN 12, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-013; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS ($799,000.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Sub-Basin 12.doc
Reso - Sub-Basin 12.docx
Exhibit A - Recommendation MPDF.pdf
Exhibit B - Tabulation and Bid Sheets.pdf
Exhibit C - ITB# 2025-11-013 - Sub-Basin 12.pdf
Exhibit D - Bid - All Construc..pdf

Exhibit E - Bid - ATC.pdf
Exhibit F - Bid - Atlas.pdf
Exhibit G - Bid - Basile.pdf
Exhibit H - Bid - Hartec.PDF
Exhibit I - Bid - Maggolc
Exhibit J - Bid - Pabon MPDF.pdf
Exhibit K - Bid - Pimentel MPDF.pdf
Exhibit L - Bid - QPC.pdf
Exhibit M - Bid - RG.pdf
Exhibit N - Bid - SOP MPDF.pdf
Exhibit O - Bid - V&G.pdf
Exhibit P - Bid - Zahlene.pdf

To: Honorable Mayor and Village Council

Date: July 23, 2025

From: Nick Marano, Village Manager

Re: Sub-Basin 12 Paving and Drainage Improvements Project

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR SUB-BASIN 12, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-013; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS ($799,000.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village maintains a Stormwater Master Plan prepared by Kimley-Horn and Associates, Inc. which identifies and prioritizes locations in the Village that need drainage improvements to reduce localized flooding during severe weather events. This plan serves as blueprint for the Village to annually allocate funds to cover the areas being affected. The Village received funding from Grant agency to be able to construct Sub-Basin 12 and help fulfill the goals of the Master Plan.

FISCAL IMPACT:

The Village received a grant from the State of Florida Department of Environmental Protection in the amount of $1,435,000.00.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2025-11-013
D. Bid – All Construction and Plumbing, Inc.
E. Bid – ATC Engineering, Inc.
F. Bid – Atlas Construction & Engineering Co, LLC.
G. Bid – Basile USA, LLC.
H. Bid – Hartec Group, Inc.

I. Bid – Maggolc, Inc.
J. Bid – Pabon Engineering, Inc.
K. Bid – Pimentel Construction Group, LLC.
L. Bid – Quality Paving Corp.
M. Bid – RG Underground Engineering, Inc.
N. Bid – SOP Consulting, LLC. d/b/a SOP Consulting and Construction Services
O. Bid – V&G Construction Solutions, Corp.
P. Bid – Zahlene Enterprises, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HARTEC GROUP, INC. TO CONSTRUCT PAVING AND DRAINAGE IMPROVEMENTS FOR SUB-BASIN 12, PURSUANT TO INVITATION TO BID (ITB) NO. 2025-11-013; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVEN HUNDRED NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS ($799,000.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village maintains a Stormwater Master Plan that identifies and prioritizes locations in need of drainage improvements to reduce localized flooding during severe storm events and Sub-Basin 12 has been identified as one of those areas in need of improvements; and

WHEREAS, the Village previously contracted the services of Kimley-Horn and Associates, Inc. to design drainage improvements for Sub-Basin 12; and

WHEREAS, the design follows the guidelines and procedures established by Miami-Dade County's Public Works Department and the Department of Environmental Resource Management and the Florida Department of Transportation; and

WHEREAS, the improvements consist of additional catch basins, manholes, storm sewers, and exfiltration trenches along the roadway of the sub-basin, interconnecting to existing drainage infrastructure and repaving of the roadway system; and

WHEREAS, a competitive bid process for the construction services related to the drainage improvements was followed with the issuance of Invitation to Bid (ITB) 2025-11-013, entitled "Sub-Basin 12 Paving and Drainage Improvements" on May 27th, 2025; and

WHEREAS, a total of thirteen (13) bids were received on June 16th, 2025, and

WHEREAS, Hartec Group, Inc. was the lowest most responsive, responsible bidder.

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

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

Section 2. The selection of Hartec Group, Inc. pursuant to ITB# 2025-11-013, entitled "Sub-Basin 12 Paving and Drainage Improvements" is hereby approved.

Section 3. The Village Manager is authorized to negotiate and enter into a contract with Hartec Group, Inc. and issue a purchase order in the amount of Seven Hundred Ninety-Nine Thousand Dollars and Zero Cents ($799,000.00) to fund the construction services related to the drainage improvements for Sub-Basin 12.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 8th day of September 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria

Village Attorney
FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 07/23/2025

ITB#: 2025-11-013	**Item/Service:** Sub-Basin 12 Paving and Drainage Improvements Project

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of thirteen (13) bids received, All Construction and Plumbing, Inc., ATC Engineering, Inc., Atlas Construction & Engineering Co, LLC., Basile USA, LLC., Hartec Group, Inc., Maggolc, Inc., Pabon Engineering, Inc., Pimentel Construction Group, LLC., Quality Paving Corp., RG Underground Engineering, Inc., SOP Consulting, LLC. d/b/a SOP Consulting and Construction Services, V&G Construction Solutions, Corp., and Zahlene Enterprises, Inc.

II. Recommendation:

a. Which bid is being recommended? **Hartec Group, Inc.**

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

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 September 8th, 2025.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

7/24/25

Nick Marano, Village Manager

					All Construction and Plumbing, Inc.		ATC Engineering, Inc.		Atlas Construction & Engineering Co, LLC.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**	
General Conditions									
1	Mobilization	1	LS	$ 84,500.00	$ 84,500.00	$ 50,000.00	$ 50,000.00	$ 24,265.50	$ 24,265.50
2	Maintenance of Traffic	1	LS	$ 54,500.00	$ 54,500.00	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 44,500.00	$ 44,500.00	$ 15,000.00	$ 15,000.00	$ 11,250.00	$ 11,250.00
4	Site Restoration	1	LS	$ 54,500.00	$ 54,500.00	$ 20,000.00	$ 20,000.00	$ 80,000.00	$ 80,000.00
				Subtotal:	$ 238,000.00		$ 110,000.00		$ 150,515.50
Civil Site									
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 16.28	$ 58,933.60	$ 8.00	$ 28,960.00	$ 7.50	$ 27,150.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5540	SY	$ 26.23	$ 145,314.20	$ 15.00	$ 83,100.00	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 198.42	$ 35,715.60	$ 25.00	$ 4,500.00	$ 20.00	$ 3,600.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 287.14	$ 50,249.50	$ 80.00	$ 14,000.00	$ 120.00	$ 21,000.00
9	Driveway Paver Restoration	105	SY	$ 508.57	$ 53,399.85	$ 200.00	$ 21,000.00	$ 90.00	$ 9,450.00
10	Signing and Pavement Marking	1	LS	$ 44,500.00	$ 44,500.00	$ 25,000.00	$ 25,000.00	$ 14,000.00	$ 14,000.00
				Subtotal:	$ 388,112.75		$ 176,560.00		$ 147,220.00
Drainage									
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 4,477.78	$ 120,900.06	$ 6,800.00	$ 183,600.00	$ 5,100.00	$ 137,700.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 11,825.00	$ 47,300.00	$ 6,000.00	$ 24,000.00	$ 3,675.00	$ 14,700.00
13	Core Drill Existing Structure	16	EA	$ 3,156.25	$ 50,500.00	$ 1,250.00	$ 20,000.00	$ 1,562.50	$ 25,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 9,400.00	$ 47,000.00	$ 1,250.00	$ 6,250.00	$ 2,500.00	$ 12,500.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1424	LF	$ 224.23	$ 319,303.52	$ 200.00	$ 284,800.00	$ 275.00	$ 391,600.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 130.95	$ 124,402.50	$ 115.00	$ 109,250.00	$ 135,850.00	$ 135,850.00
17	Pollution Retardant Baffle	17	EA	$ 3,529.41	$ 59,999.97	$ 550.00	$ 9,350.00	$ 550.00	$ 9,350.00
18	Permit Fee	1	EA	$ 54,000.00	$ 54,000.00	$ 5,000.00	$ 5,000.00	$ 24,180.00	$ 24,180.00
				Subtotal:	$ 823,406.05		$ 642,250.00		$ 750,880.00
BID TOTAL					**$ 1,449,518.80**		**$ 928,810.00**		**$ 1,048,615.50**

					Basile USA, LLC.		Hartec Group, Inc.		Maggolc, Inc.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**	
General Conditions									
1	Mobilization	1	LS	$ 154,487.68	$ 154,487.68	$ 50,000.00	$ 50,000.00	$ 30,000.00	$ 30,000.00
2	Maintenance of Traffic	1	LS	$ 16,359.24	$ 16,359.24	$ 4,950.00	$ 4,950.00	$ 10,000.00	$ 10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 7,544.26	$ 7,544.26	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00
4	Site Restoration	1	LS	$ 33,143.84	$ 33,143.84	$ 20,000.00	$ 20,000.00	$ 55,973.00	$ 55,973.00
				Subtotal:	$ 211,535.02		$ 75,950.00		$ 97,473.00
Civil Site									
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.66	$ 13,249.20	$ 6.00	$ 21,720.00	$ 6.00	$ 21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5540	SY	$ 17.67	$ 97,891.80	$ 13.00	$ 72,020.00	$ 14.00	$ 77,560.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 132.30	$ 23,814.00	$ 20.00	$ 3,600.00	$ 15.00	$ 2,700.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 127.16	$ 22,253.00	$ 90.00	$ 15,750.00	$ 100.00	$ 17,500.00
9	Driveway Paver Restoration	105	SY	$ 147.00	$ 15,435.00	$ 48.00	$ 5,040.00	$ 85.00	$ 8,925.00
10	Signing and Pavement Marking	1	LS	$ 4,196.85	$ 4,196.85	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 176,839.85		$ 128,130.00		$ 138,405.00
Drainage									
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 8,660.15	$ 233,824.05	$ 6,000.00	$ 162,000.00	$ 5,800.00	$ 156,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,937.30	$ 27,749.20	$ 5,000.00	$ 20,000.00	$ 5,100.00	$ 20,400.00
13	Core Drill Existing Structure	16	EA	$ 3,387.88	$ 54,206.08	$ 1,200.00	$ 19,200.00	$ 700.00	$ 11,200.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,765.32	$ 8,826.60	$ 1,000.00	$ 5,000.00	$ 600.00	$ 3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1424	LF	$ 420.65	$ 599,005.60	$ 200.00	$ 284,800.00	$ 215.00	$ 306,160.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 168.00	$ 159,600.00	$ 100.10	$ 95,095.00	$ 125.00	$ 135,850.00
17	Pollution Retardant Baffle	17	EA	$ 533.42	$ 9,068.14	$ 475.00	$ 8,075.00	$ 400.00	$ 6,800.00
18	Permit Fee	1	EA	$ 10,000.00	$ 10,000.00	$ 750.00	$ 750.00	$ 100.00	$ 100.00
				Subtotal:	$ 1,102,279.67		$ 594,920.00		$ 640,110.00
BID TOTAL					**$ 1,490,654.54**		**$ 799,000.00**		**$ 875,988.00**

					Pabon Engineering, Inc.		Pimentel Construction Group, LLC.		Quality Paving Corp.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**	
General Conditions									
1	Mobilization	1	LS	$ 100,000.00	$ 100,000.00	$ 65,000.00	$ 65,000.00	$ 20,000.00	$ 20,000.00
2	Maintenance of Traffic	1	LS	$ 65,000.00	$ 65,000.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 3,270.00	$ 3,270.00	$ 5,500.00	$ 5,500.00	$ 10,000.00	$ 10,000.00
4	Site Restoration	1	LS	$ 25,600.00	$ 25,600.00	$ 42,000.00	$ 42,000.00	$ 30,000.00	$ 30,000.00
				Subtotal:	$ 193,870.00		$ 137,500.00		$ 70,000.00
Civil Site									
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.00	$ 18,100.00	$ 6.00	$ 21,720.00	$ 4.00	$ 14,480.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5540	SY	$ 13.00	$ 72,020.00	$ 13.00	$ 72,020.00	$ 30.00	$ 166,200.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 30.00	$ 5,400.00	$ 10.00	$ 1,800.00	$ 40.00	$ 7,200.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 98.00	$ 17,150.00	$ 100.00	$ 17,500.00	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 140.00	$ 14,700.00	$ 85.00	$ 8,925.00	$ 100.00	$ 10,500.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 137,370.00		$ 133,965.00		$ 222,380.00
Drainage									
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 9,500.00	$ 256,500.00	$ 5,800.00	$ 156,600.00	$ 7,000.00	$ 189,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 7,500.00	$ 30,000.00	$ 5,000.00	$ 20,000.00	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 2,500.00	$ 40,000.00	$ 1,000.00	$ 16,000.00	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 3,000.00	$ 15,000.00	$ 1,500.00	$ 7,500.00	$ 600.00	$ 3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1424	LF	$ 240.00	$ 341,760.00	$ 225.00	$ 320,400.00	$ 320.00	$ 455,680.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 180.00	$ 171,000.00	$ 180.00	$ 171,000.00	$ 150.00	$ 135,850.00
17	Pollution Retardant Baffle	17	EA	$ 500.00	$ 8,500.00	$ 700.00	$ 11,900.00	$ 400.00	$ 6,800.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00	$ 1,000.00	$ 1,000.00
				Subtotal:	$ 863,760.00		$ 705,900.00		$ 831,330.00
BID TOTAL					**$ 1,195,000.00**		**$ 977,365.00**		**$ 1,123,710.00**

					RG Underground Engineering, Inc.		SOP Consulting, LLC. D/B/A SOP Consulting and Construction Services		V&G Construction Solutions, Corp.
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**		**Price/Unit**		**Price/Unit**	
General Conditions									
1	Mobilization	1	LS	$ 122,990.00	$ 122,990.00	$ 109,540.00	$ 109,540.00	$ 78,000.00	$ 78,000.00
2	Maintenance of Traffic	1	LS	$ 43,500.00	$ 43,500.00	$ 150,000.00	$ 150,000.00	$ 41,534.10	$ 41,534.10
3	Storm Water Pollution Prevention Plan	1	LS	$ 2,198.00	$ 2,198.00	$ 20,000.00	$ 20,000.00	$ 16,000.00	$ 16,000.00
4	Site Restoration	1	LS	$ 20,358.00	$ 20,358.00	$ 128,073.00	$ 128,073.00	$ 15,000.00	$ 15,000.00
				Subtotal:	$ 189,046.00		$ 407,613.00		$ 150,534.10
Civil Site									
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.15	$ 18,643.00	$ 10.00	$ 36,200.00	$ 3.66	$ 13,249.20
6	Asphalt Overlay, SP-9.5, 1" average depth	5540	SY	$ 11.25	$ 62,325.00	$ 15.00	$ 83,100.00	$ 11.43	$ 63,322.20
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 39.00	$ 7,020.00	$ 3.00	$ 540.00	$ 45.11	$ 8,119.80
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00	$ 70.44	$ 12,327.00	$ 87.84	$ 15,372.00
9	Driveway Paver Restoration	105	SY	$ 150.00	$ 15,750.00	$ 45.00	$ 4,725.00	$ 173.98	$ 18,267.90
10	Signing and Pavement Marking	1	LS	$ 10,680.00	$ 10,680.00	$ 10,000.00	$ 10,000.00	$ 5,262.00	$ 5,262.00
				Subtotal:	$ 128,418.00		$ 146,892.00		$ 123,593.10
Drainage									
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,446.00	$ 201,042.00	$ 10,000.00	$ 270,000.00	$ 6,368.00	$ 171,936.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,125.00	$ 24,500.00	$ 7,500.00	$ 30,000.00	$ 5,500.00	$ 22,000.00
13	Core Drill Existing Structure	16	EA	$ 1,064.00	$ 17,024.00	$ 2,500.00	$ 40,000.00	$ 2,300.00	$ 36,800.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 875.00	$ 4,375.00	$ 5,000.00	$ 25,000.00	$ 2,400.00	$ 12,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1424	LF	$ 308.50	$ 439,304.00	$ 280.00	$ 398,720.00	$ 364.69	$ 519,318.56
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 145.00	$ 137,750.00	$ 80.00	$ 76,000.00	$ 132.53	$ 125,903.50
17	Pollution Retardant Baffle	17	EA	$ 455.00	$ 7,735.00	$ 1,500.00	$ 25,500.00	$ 576.00	$ 9,792.00
18	Permit Fee	1	EA	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
				Subtotal:	$ 832,230.00		$ 870,220.00		$ 902,750.06
BID TOTAL					**$ 1,149,694.00**		**$ 1,424,725.00**		**$ 1,176,877.26**

					Zahlene Enterprises, Inc.				
Bid Item No.	**Description**	**Estimated Quantity**	**Unit of Measure**	**Price/Unit**					
General Conditions									
1	Mobilization	1	LS	$ 130,054.00	$ 130,054.00				
2	Maintenance of Traffic	1	LS	$ 44,120.00	$ 44,120.00				
3	Storm Water Pollution Prevention Plan	1	LS	$ 14,744.00	$ 14,744.00				
4	Site Restoration	1	LS	$ 37,450.00	$ 37,450.00				
				Subtotal:	$ 226,368.00				
Civil Site									
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.64	$ 13,176.80				
6	Asphalt Overlay, SP-9.5, 1" average depth	5540	SY	$ 12.54	$ 69,471.60				
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 27.00	$ 4,860.00				
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00				
9	Driveway Paver Restoration	105	SY	$ 145.00	$ 15,225.00				
10	Signing and Pavement Marking	1	LS	$ 19,260.00	$ 19,260.00				
				Subtotal:	$ 135,993.40				
Drainage									
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,990.00	$ 215,730.00				
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,744.00	$ 26,976.00				
13	Core Drill Existing Structure	16	EA	$ 1,745.00	$ 27,920.00				
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 3,885.00	$ 19,425.00				
15	Exfiltration Trench, w/ 18" including Trench Restoration	1424	LF	$ 370.00	$ 526,880.00				
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 142.00	$ 134,900.00				
17	Pollution Retardant Baffle	17	EA	$ 790.00	$ 13,430.00				
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00				
				Subtotal:	$ 970,261.00				
BID TOTAL					**$ 1,332,622.40**				

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.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$84,500	$84,500.00
2	Maintenance of Traffic	1	LS	$54,500	$54,500.00
3	Storm Water Pollution Prevention Plan	1	LS	$44,500	$44,500.00
4	Site Restoration	1	LS	$54,500	$54,500.00
				Subtotal:	$238,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$14,28	$50,935.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$26,23	$145,300.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$198,42	$35,715.00
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$287,14	$50,250.00
9	Driveway Paver Restoration	105	SY	$508,57	$53,400.00
10	Signing and Pavement Marking	1	LS	$44,500	$44,500.00
				Subtotal:	$388,100.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$4,477.78	$120,900.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$11,825	$47,300.00
13	Core Drill Existing Structure	16	EA	$3,156.25	$50,500.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$9,400	$47,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$224,23	$319,300.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$130,95	$124,400.00
17	Pollution Retardant Baffle	17	EA	$3,529.41	$60,000.00
18	Permit Fee	1	EA	$54,500	$54,500.00
				GRAND TOTAL	$1,450,000.00

Total Bid Amount..... $ 1,450,000.00
Total Bid Amount (in words) ONE Million FOUR HUNDRED FIFTY THOUSAND.

Signature of Official _____
Name (typed) Vladimir Marrero
Title: Owner
Company: All Construction and Plumbing Inc.
Date: 06-16-25.

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	TRENCH SHIELDS	lf	1440	$10.00	$14,400.00
B.					
C.					

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 50,000	$ 50,000.00
2	Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 15,000.00	$ 15,000.00
4	Site Restoration	1	LS	$ 20,000.00	$ 20,000.00
				Subtotal:	$ 110,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 8.00	$ 28,960.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 15.00	$ 83,100.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 25.00	$ 4,500.00
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 200.00	$ 21,000.00
10	Signing and Pavement Marking	1	LS	$ 25,000.00	$ 25,000.00
				Subtotal:	$ 176,560.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6800.00	$ 183,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,250.00	$ 20,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,250.00	$ 6,250.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 200.00	$ 284,800.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 115.00	$ 109,250.00
17	Pollution Retardant Baffle	17	EA	$ 550.00	$ 9,350.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
				GRAND TOTAL	$ 928,810.00

Total Bid Amount..... $ 928,810.00
Total Bid Amount (in words)
Nine hunded Twenty eight thousands eight hunded ten dollars
Signature of Official
Name (typed) Luis RODRIGUEZ
Title: V-President
Company: ATC ENGINEERING Inc
Date: 6/16/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Regular Trench	LF	2,374	10.00	23,740.00
B.					
C.					

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$24,265.50	$23,590.00
2	Maintenance of Traffic	1	LS	$ 35,000	$35,000
3	Storm Water Pollution Prevention Plan	1	LS	$ 11,250	$ 11,250
4	Site Restoration	1	LS	$80,000	$60,000.00
				Subtotal:	**$**129,840
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 7.50	$ 36,200
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$13.00	$72,020
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 20	$ 3600
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$ 120	$ 21,000
9	Driveway Paver Restoration	105	SY	$90	$9,450
10	Signing and Pavement Marking	1	LS	$14,000	$14,000
				Subtotal:	**$**156,270
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 5,100.00	$ 137,700
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 3,675.00	$ 14,700
13	Core Drill Existing Structure	16	EA	$ 1,562.50	$25,000
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 2,500.00	$ 12,500
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 275.00	$ 346,600
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 135,850	$ 135,850
17	Pollution Retardant Baffle	17	EA	$550.00	$9,350.00
18	Permit Fee	1	EA	$	$24,180
				GRAND TOTAL	$ 991,390.00

Total Bid Amount..... $ 991,390.00

Total Bid Amount (in words)

Nine hundred ninety one thousand three hundred and ninety dollars

Signature of Official Keith R Leslie III

Name (typed) Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	TRENCH BOX 8' X 20	LF	1,450	25.00	36,250
B.	Manhole box	EA	10	2,450	24,500
C.	ROAD PLATE 8' X 20	LF	80	24.37	1,950

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

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 154,487.68	$ 154,487.68
2	Maintenance of Traffic	1	LS	$ 16,359.24	$ 16,359.24
3	Storm Water Pollution Prevention Plan	1	LS	$ 7,544.26	$ 7,544.26
4	Site Restoration	1	LS	$ 33,143.84	$ 33,143.84
				Subtotal:	$ 211,535.02
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.66	$ 13,249.20
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 17.67	$ 97,891.80
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 132.30	$ 23,814.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 127.16	$ 22,253.00
9	Driveway Paver Restoration	105	SY	$ 147.00	$ 15,435.00
10	Signing and Pavement Marking	1	LS	$ 4,196.85	$ 4,196.85
				Subtotal:	$ 176,839.85
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 8,660.15	$ 233,824.05
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,937.30	$ 27,749.20
13	Core Drill Existing Structure	16	EA	$ 3,387.88	$ 54,206.08
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,765.32	$ 8,826.60
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 420.65	$ 599,005.60
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 168.00	$ 159,600.00
17	Pollution Retardant Baffle	17	EA	$ 533.42	$ 9,068.14
18	Permit Fee	1	EA	$ 10,000.00	$ 10,000.00
			GRAND TOTAL		$ 1,490,654.54

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Shoring	LF	1	$1,000	$1,000
B.					
C.					

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 50,000.00	$ 50,000.00
2	Maintenance of Traffic	1	LS	$ 4,950.00	$ 4,950.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 1000.00	$1,000.00
4	Site Restoration	1	LS	$ 20,000.00	$20,000.00
				Subtotal:	$ 75,950.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 6.00	$ 21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 20.00	$ 3600.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 90.00	$ 15750.00
9	Driveway Paver Restoration	105	SY	$ 48.00	$ 5040.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 128,130.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6000.00	$ 162,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,000.00	$ 20,000.00
13	Core Drill Existing Structure	16	EA	$ 1200.00	$ 19,200.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1000.00	$ 5,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 200.00	$ 284,800.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 100.10	$ 95,095.00
17	Pollution Retardant Baffle	17	EA	$ 475.00	$ 8075.00
18	Permit Fee	1	EA	$ 750.00	$ 750.00
			GRAND TOTAL		$ 799,000.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

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5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
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Total Bid Amount..... $ 799,000.00

Total Bid Amount (in words)
Seven hundred ninety nine thousand dollars and zero cents

Signature of Official _____

Name (typed) Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6 - 16 - 2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
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pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

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

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$30,000.00	$30,000.00
2	Maintenance of Traffic	1	LS	$10,000.00	$10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$1,500.00	$1,500.00
4	Site Restoration	1	LS	$55,973.00	$55,973.00
				Subtotal:	$ 97,473.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$6.00	$21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$14.00	$77,560.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$15.00	$2,700.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$100.00	$17,500.00
9	Driveway Paver Restoration	105	SY	$85.00	$8,925.00
10	Signing and Pavement Marking	1	LS	$10,000.00	$10,000.00
				Subtotal:	$138,405.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$5,800.00	$156,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$5,100.00	$20,400.00
13	Core Drill Existing Structure	16	EA	$700.00	$11,200.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$600.00	$3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$215.00	$306,160.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$125.00	$118,750.00
17	Pollution Retardant Baffle	17	EA	$400.00	$6,800.00
18	Permit Fee	1	EA	$ 100.00	$ 100.00
			GRAND TOTAL		$858,888.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
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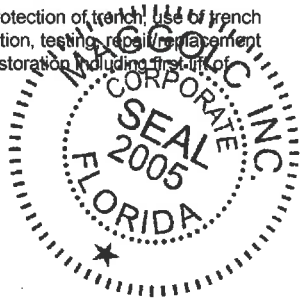
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.



Total Bid Amount..... $ 858 888.00
Total Bid Amount (in words) Eight Hundred Fifty Eight thousand Eight Hundred Eighty Eight dollar and Zero Cent
Signature of Official
Name (typed) Mario Gonzalez
Title: President
Company: Maggolc INC.
Date: 6/16/2025



Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

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2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
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4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	20	$25.00	$500.00
B.	—				
C.	—				

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 100,000.00	$ 100,000.00
2	Maintenance of Traffic	1	LS	$ 65,000.00	$ 65,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 3,270.00	$ 3,270.00
4	Site Restoration	1	LS	$ 25,600.00	$ 25,600.00
				Subtotal:	$ 193,870.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.00	$ 18,100.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 30.00	$ 5,400.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 98.00	$ 17,150.00
9	Driveway Paver Restoration	105	SY	$ 140.00	$ 14,700.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 137,370.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 9,500.00	$ 256,500.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 7,500.00	$ 30,000.00
13	Core Drill Existing Structure	16	EA	$ 2,500.00	$ 40,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 3,000.00	$ 15,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 240.00	$ 341,760.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 180.00	$ 171,000.00
17	Pollution Retardant Baffle	17	EA	$ 500.00	$ 8,500.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00
			GRAND TOTAL		$ 1,195,000.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
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Total Bid Amount..... $ 1,195,000.00
Total Bid Amount (in words)
One million One hundred ninety five thousand dollars and zero cents.
Signature of Official
Name (typed) Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 06/16/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

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5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

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4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LS	5,000.00	$1.00	$5,000.00
B.					
C.					

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 65,000.00	$ 65,000.00
2	Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 5,500.00	$ 5,500.00
4	Site Restoration	1	LS	$ 42,000.00	$ 42,000.00
				Subtotal:	$ 137,500.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 6.00	$ 21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 10.00	$ 1,800.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 100.00	$ 17,500.00
9	Driveway Paver Restoration	105	SY	$ 85.00	$ 8,925.00
10	Signing and Pavement Marking	1	LS	$ 12,000.00	$ 12,000.00
				Subtotal:	$ 133,965.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 5,800.00	$ 156,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,000.00	$ 20,000.00
13	Core Drill Existing Structure	16	EA	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,500.00	$ 7,500.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 225.00	$ 320,400.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 180.00	$ 171,000.00
17	Pollution Retardant Baffle	17	EA	$ 700.00	$ 11,900.00
18	Permit Fee	1	EA	$ 2,500.00	$ 2,500.00
			GRAND TOTAL		$ 977,365.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

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4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid Item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.



Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 20,000.00	$ 20,000.00
2	Maintenance of Traffic	1	LS	$ 10,000.00	$ 10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 10,000.00	$ 10,000.00
4	Site Restoration	1	LS	$ 30,000.00	$ 30,000.00
				Subtotal:	$ 70,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 4.00	$ 14,480.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 30.00	$ 166,200.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 40.00	$ 7,200.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 100.00	$ 10,500.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 222,380.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,000.00	$ 189,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 600.00	$ 3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 320.00	$ 455,680.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 150.00	$ 142,500.00
17	Pollution Retardant Baffle	17	EA	$ 400.00	$ 6,800.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00
			GRAND TOTAL		**$ 1,130,360.00**

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
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9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
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12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	2,374.00	LF	0.01	23.74
B.					
C.					

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

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 122,990.00	$ 122,990.00
2	Maintenance of Traffic	1	LS	$ 43,500.00	$ 43,500.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 2,198.00	$ 2,198.00
4	Site Restoration	1	LS	$ 20,358.00	$ 20,358.00
				Subtotal:	$ 189,046.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.15	$ 18,643.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 11.25	$ 62,325.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 39.00	$ 7,020.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 150.00	$ 15,750.00
10	Signing and Pavement Marking	1	LS	$ 10,680.00	$ 10,680.00
				Subtotal:	$ 128,418.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,446.00	$ 201,042.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,125.00	$ 24,500.00
13	Core Drill Existing Structure	16	EA	$ 1,064.00	$ 17,024.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 875.00	$ 4,375.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 308.50	$ 439,304.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 145.00	$ 137,750.00
17	Pollution Retardant Baffle	17	EA	$ 455.00	$ 7,735.00
18	Permit Fee	1	EA	$ 500.00	$ 500.00
			GRAND TOTAL		$ 1,149,694.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	trench box	LF	2400	$1.00	$2,400.00
B.					
C.					

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

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 109,540.00	$ 109,540.00
2	Maintenance of Traffic	1	LS	$ 150,000.00	$ 150,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 20,000.00	$ 20,000.00
4	Site Restoration	1	LS	$ 128,073.00	$ 128,073.00
				Subtotal:	$ 407,613.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 10.00	$ 36,200.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 15.00	$ 83,100.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 3.00	$ 540.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 70.44	$ 12,327.00
9	Driveway Paver Restoration	105	SY	$ 45.00	$ 4,725.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 146,892.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 10,000.00	$ 270,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 7,500.00	$ 30,000.00
13	Core Drill Existing Structure	16	EA	$ 2,500.00	$ 40,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 5,000.00	$ 25,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 280.00	$ 398,720.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 80.00	$ 76,000.00
17	Pollution Retardant Baffle	17	EA	$ 1,500.00	$ 25,500.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
			GRAND TOTAL		$ 1,424,725.00

$ 1,424,725.00

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
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9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of
asphalt, second lift to be included with overlay.

Total Bid Amount..... $ $1,424,725

Total Bid Amount (in words)

One Million, Four Hundred Twenty-Four Thousand, Seven Hundred Twenty-Five Dollars

Signature of Official

Name (typed) Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/12/25

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
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7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LS	1	10,000	10,000
B.					
C.					

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 78,000.00	$ 78,000.00
2	Maintenance of Traffic	1	LS	$ 41,534.10	$ 41,534.10
3	Storm Water Pollution Prevention Plan	1	LS	$ 16,000.00	$ 16,000.00
4	Site Restoration	1	LS	$ 15,000.00	$ 15,000.00
				Subtotal:	$ 150,534.10
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.66	$ 13,249.20
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 11.43	$ 63,322.20
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 45.11	$ 8,119.80
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 87.84	$ 15,372.00
9	Driveway Paver Restoration	105	SY	$ 173.98	$ 18,267.90
10	Signing and Pavement Marking	1	LS	$ 5,262.00	$ 5,262.00
				Subtotal:	$ 125,593.10
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6,368.00	$ 171,936.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,500.00	$ 22,000.00
13	Core Drill Existing Structure	16	EA	$ 2,300.00	$ 36,800.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 2,400.00	$ 12,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 364.69	$ 519,318.56
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 132.53	$ 125,903.50
17	Pollution Retardant Baffle	17	EA	$ 576.00	$ 9,792.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
			GRAND TOTAL		$1,178,877.26

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
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3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
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7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
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12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Total Bid Amount..... $ 1,178,877.26

Total Bid Amount (in words)

One million one hundred seventy eight thousand eight hundred seventy seven and twenty six cents

Signature of Official _____

Name (typed) Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 6/11/2025

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Village of Palmetto Bay ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project Bid Form					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$130,054.00	$130,054.00
2	Maintenance of Traffic	1	LS	$44,120.00	$44,120.00
3	Storm Water Pollution Prevention Plan	1	LS	$14,744.00	$14,744.00
4	Site Restoration	1	LS	$37,450.00	$37,450.00
				Subtotal:	$ 226,368.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$3.64	$13,176.80
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$12.54	$69,471.60
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$27.00	$4,860.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$80.00	$14,000.00
9	Driveway Paver Restoration	105	SY	$145.00	$15,225.00
10	Signing and Pavement Marking	1	LS	$19,260.00	$19,260.00
				Subtotal:	$ 135,993.40
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$7,990.00	$215,730.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$6,744.00	$26,976.00
13	Core Drill Existing Structure	16	EA	$1,745.00	$27,920.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$3,885.00	$19,425.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$370.00	$526,880.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$142.00	$134,900.0
17	Pollution Retardant Baffle	17	EA	$790.00	$13,430.00
18	Permit Fee	1	EA	$5,000.00	$5,000.00
			GRAND TOTAL		$1,332,622.40

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Invitation to Bid

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

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST
(Municipal Building)

ISSUED: Tuesday, May 27th, 2025

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT 3

SECTION 2.0 INTRODUCTION 4

SECTION 3.0 TERMS AND CONDITIONS 5 - 13

SECTION 4.0 SCOPES OF SERVICES 14 – 18

SECTION 5.0 BID SUBMISSION REQUIREMENTS 19

SECTION 6.0 EVALUATION AND SELECTION CRITERIA 20

SECTION 7.0 SCHEDULES OF EVENTS 21 - 22

SECTION 8.0 REQUIRED BID SUBMITTAL FORMS 23 - 43

SECTION 9.0 OTHER FORMS 44 - 58

SECTION 10.0 EXHIBITS 59 - 69

- AGREEMENT 69
- Exhibit “A”: Sub-basin 12 Drainage Improvement Plans 70
- Exhibit “B”: Sub-basin 12 Permit/Approval Tracker 70
- Exhibit “C”: Sub-basin 12 Geotechnical Services Report 70

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

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

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Sub-basin 12 Paving and Drainage Improvements Project (the "Project")

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

The Village will use state funding for this Project. In the event the Village's funding for this Project from the State is not appropriated or significantly reduced, the Village may terminate the Contract with written notice to the Company.

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

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

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

3.02 Errors and Omissions in ITB

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

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and a Bidder waives all claims that they are not in compliance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize itself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the

Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. The Village will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

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

3.02.5 The submission of a Bid will constitute a binding representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

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

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

Inquiries must be received by Tuesday, June 10th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, June 10th, 2025, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

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

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

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

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

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

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

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

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

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent.

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

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

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

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Bid Only

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

3.18 Exceptions to Specifications

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

3.19 Non-Appropriation of Funds

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

3.20 Property of the Village

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

3.21 Contract Time

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

3.22 Liquidated Damages

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

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

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

3.23 Litigation

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

3.24 Subcontractors

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

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

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

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

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

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only

so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$	$
2	Maintenance of Traffic	1	LS	$	$
3	Storm Water Pollution Prevention Plan	1	LS	$	$
4	Site Restoration	1	LS	$	$
				Subtotal:	**$**
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$	$
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$	$
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$	$
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$	$
9	Driveway Paver Restoration	105	SY	$	$
10	Signing and Pavement Marking	1	LS	$	$
				Subtotal:	**$**
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$	$
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$	$
13	Core Drill Existing Structure	16	EA	$	$
14	Storm Structure Removal and Restoration, all sizes	5	EA	$	$
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$	$
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$	$
17	Pollution Retardant Baffle	17	EA	$	$
18	Permit Fee	1	EA	$	$
				GRAND TOTAL	$

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

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

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0”) to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

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

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

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

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

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

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

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 27th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, June 3rd, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, June 10th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 10th, 2025	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Monday, June 16th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

7.01 Contract Award

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

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

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

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, 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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: _____

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

Contracted Services Information:

Scope of Work: _____
_____
_____

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

_____
_____
_____

Comments:

_____
_____
_____
_____
_____

Name of Public Entity/Company:

_____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

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

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

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

_____being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By _____

For _____

Whose business address is: _____

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

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is:_____

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

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

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

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

I, _____being first duly sworn state:

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

_____

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

_____

Name of *Entity, Individual, Partners or Corporation*

_____

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

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

   Full Legal Name_____Address_____Ownership

   _____%

   _____%

   _____%

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

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

This_____day of_____, 20___.

_____
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me, this

the_____day of_____, 20_____.

My Commission Expires: _____

_____
Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

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

Vendor FEIN: _____

Address: _____

City: _____ State: _____Zip: _____

Phone number: _____ Email Address: _____

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

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

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

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

Written Declaration

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

Printed Name: _____

Title: _____

Signature: _____

Date: _____

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

Request for Taxpayer Identification Number and Certification

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

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

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

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Sub-basin 12 Paving and Drainage Improvements Project** ITB No. 2025-11-013 in accordance with Contract Documents as prepared by the Village _____:

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

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

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: **Sub-basin 12 Paving and Drainage Improvements Project**
ITB No. 2025-11-013 in accordance with Contract Documents as prepared by the Village

_____:

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

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

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

Sincerely yours,

Alessia Bencomo
Procurement Specialist

BID BOND

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

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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: Sub-basin 12 Paving and Drainage Improvements Project (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-013
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 **Sub-basin 12 Paving and Drainage Improvements Project** (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: Sub-basin 12 Paving and Drainage Improvements Project
CONTRACTOR:
CONTRACT NO: 2025-11-013
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 **Sub-basin 12 Paving and Drainage Improvements Project** the Contract being made a part of this Bond by reference; and

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

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

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

DATED on _____, 20_____.

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

Witness:_____ Witness:_____

Principal Surety

By:_____ By:_____

Name:_____ Name:_____
(Print) (Print)

Title:_____ Title:_____

Date:_____ Date:_____

Address:_____ Address:_____

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

Name:_____

Address:_____

Phone:_____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid#: 2025-11-013

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: Sub-basin 12 Paving and Drainage Improvements Project

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2025, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **May 27th, 2025** for the **Sub-basin 12 Paving and Drainage Improvements Project**; and

WHEREAS, the Company submitted a bid dated **June 16th, 2025**, in response to **ITB# 2025-11-013;** and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to construct a paving and drainage improvement project 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:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term
5. Contract Price
6. Disputed Invoices
7. Limitation of Liability
8. Construction Supervision/Reports
9. Notices
10. Termination
11. Indemnification
12. Insurance
13. Modification Amendment
14. Governing Law
15. Waiver
16. Assignment
17. Prohibition Against Contingent Fees

DRAFT

18. Conflict of Interest
19. Entire Agreement
20. Caption and Paragraph Heading
21. Joint Preparation
22. Counterparts
23. Preservation of Village Property
24. Public and Employee Safety
25. Immigration Act of 1986
26. Company Non-Discrimination
27. Federal and State Tax
28. Public Records
29. Severability
30. E-Verify
31. Warranty
32. Subcontractor
33. Iron and Steel in Public Works Projects

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Article I. Exhibits

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

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

Article 2. Scope of Work

1. The Work is generally described as follows: _____

The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications

that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

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

Article 3. Qualifications

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

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

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

Article 5. Contract Price

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

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within five (5) working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

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

Article 8. Construction Supervision/Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Fanny Carmona, the

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Director of Parks and Recreation. The Villages' assigned Project Manager is Fanny Carmona, the Director of Parks and Recreation.

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

Article 9. Notices

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

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

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against

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the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 7, above.

C. Liquidated Damages

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

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

Article 11. Indemnification

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

Article 12. Insurance/Bonds

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of

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Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured**.

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, and its equivalent.

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

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

Article 13. Modification Amendment

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

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Article 14. Governing Law

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

Article 15. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16. Assignment

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

Article 17. Prohibition Against Contingent Fees

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

Article 18. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 19. Entire Agreement

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

Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

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Article 21. Joint Preparation

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

Article 22. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 23. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 25. Immigration Act of 1986

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

Article 26. Company Non-Discrimination

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

Article 27. Federal and State Tax

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

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shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 28. Public Records

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

Article 29. Severability

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

Article 30. E-Verify

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

Article 31. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

Article 32. Subcontractor

The use of subcontractor is permissible under this Contract provided that the subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In

DRAFT

the event of dissatisfactory performance, the Company is responsible and shall complete the work if required by the Village at the Company's expense.

Article 33. Iron and Steel in Public Works Projects

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

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

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

(Company Name)

_____ _____

Nick Marano, Village Manager Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

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Attachments to this Solicitation

Exhibit "A": Sub-basin 12 Drainage Improvement Plans (.PDF FILE)

Exhibit "B": Sub-basin 12 Permit/Approval Tracker (.PDF FILE)

Exhibit "C": Sub-basin 12 Geotechnical Services Report (.PDF FILE)

(Total of 3 .pdf to download with solicitation)

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST
(Municipal Building)

ISSUED: Tuesday, May 27th, 2025

CONTACT PERSON:

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

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

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

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.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$84,500	$84,500.00
2	Maintenance of Traffic	1	LS	$54,500	$54,500.00
3	Storm Water Pollution Prevention Plan	1	LS	$44,500	$44,500.00
4	Site Restoration	1	LS	$54,500	$54,500.00
				Subtotal:	$238,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$14,28	$50,935.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$26,23	$145,300.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$198,42	$35,715.00
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$287,14	$50,250.00
9	Driveway Paver Restoration	105	SY	$508,57	$53,400.00
10	Signing and Pavement Marking	1	LS	$44,500	$44,500.00
				Subtotal:	$388,100.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$4,477.78	$120,900.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$11,825	$47,300.00
13	Core Drill Existing Structure	16	EA	$3,156.25	$50,500.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$9,400	$47,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$224,23	$319,300.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$130,95	$124,400.00
17	Pollution Retardant Baffle	17	EA	$3,529.41	$60,000.00
18	Permit Fee	1	EA	$54,500	$54,500.00
				GRAND TOTAL	$1,450,000.00

Total Bid Amount..... $ 1,450,000.00
Total Bid Amount (in words) ONE Million FOUR HUNDRED FIFTY THOUSAND.

Signature of Official _____
Name (typed) Vladimir Marrero
Title: Owner
Company: all Construction and Plumbing Inc.
Date: 06-16-25.

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	TRENCH SHIELDS	lf	1440	$10.00	$14,400.00
B.					
C.					

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Vladimir Marrero

Title: Owner/President.

Company: All Construction and Plumbing Inc.

Date: 06-16-25.

SUBCONTRACTOR LIST

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

N/A.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, 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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: MIAMI-DADE County Park, Recreation and Open Space

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: New Service Building with restrooms and storage. The building consists of:Standing seam metal roof, wall and floor porcelain tiles, Janitor closet, electrical closet, high velocity winds metal louver for ventilation, new plumbing fixtures and stall partitions.

Length of Contract: 360

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:

Working with All Construction & Plumbing Inc. was a good experience. Their team was professional, reliable, and incredibly skilled. They completed the project within budget, and the quality of their work was very good. Communication was clear throughout, and they truly cared about getting every detail right. I highly recommend them to anyone looking for a trustworthy and high-quality construction company.

Name of Public Entity/Company:
MIAMI-DADE County Park, Recreation and Open Space

Name of Individual completing this form: Alain Portuondo Gonzalez

Signature: _____ Title: Construction & Renovation Supervisor 2

Telephone: 305-755-7819 Email: Alain.PortuondoGonzalez@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: All Construction & Plumbing, 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: Environmental remediation of the site. Removal of 1' of soils and backfill with claen fill and sod. Repairs of walkways

Length of Contract: 252 days
Would you enter into a contract with the Company in the future? ✓ Yes ____No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

The company has been very professional and responsive througout the project. The company has been an active part of the team since the begining of the construction.

Name of Public Entity/Company:
Miami Dade County. Parks, Recreation and Open Spaces

Name of Individual completing this form: Cesar Perez-Castañeda

Signature: Cesar Perez-Castañeda Title: Construction Manager 2

Telephone: (305) 297-0109 Email: ceperez@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: All Construction and Plumbing Inc

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

Contracted Services Information:

Scope of Work: The subcontractor performed all labor, furnished materials, and obtained permits to complete demolition, earthwork, utilities, drainage and water, and sanitary systems in accordance with the approved plans at various projects.
The work included lake stabilization, installation of storm and water lines, construction of base and sub-base playgrounds and pathways, and paving restoration.

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:

The contractor demonstrated excellent performance by completing all tasks efficiently, on schedule, and in full compliance with project specifications.
Their attention to detail, coordination with other trades, and commitment to quality greatly contributed to the project's success.

Name of Public Entity/Company: Buslam Company Partners, Inc.

Name of Individual completing this form: Nery Perez Busto

Signature: Nery Perez Title: Human Resources Manager/Executive Administrator

Telephone: (888)515-3107 ext. 201 Email: neryperez@buslam.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Vladimir Marrero

Title: Owner / President.

Company: All Construction and Plumbing Inc

Date: 06-16-25

NON-COLLUSIVE AFFIDAVIT

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

Vladimir Marrero being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: All Construction and Plumbing 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): Vladimir Marrero

Title: Owner/ President.

Company: All Construction and Plumbing Inc.

Date: 06-16-25.

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Dade

On this 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

WITNESS my hand and official seal

Aylem Abreu Apiau

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 Vladimir Marrero.

For All Construction and Plumbing Inc.

Whose business address is: 10040 SW 38th Ter Miami FL 33165.

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-5044701

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): Vladimir Marrero

Title: Owner / President.

Company Name: All Construction and Plumbing Inc.

Date: 06-16-25.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero 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

Aylem Abreu Apiau

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

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: Vladimir Marrero. / Owner
(print individual's name and title)

for: All Construction and Plumbing Inc.
(print name of entity submitting sworn statement)

whose business address is: 10040 SW 38th TER Miami FL 33165.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-5044701

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): Vladimir Marrero.

Title: Owner

Company: All Construction and Plumbing Inc.

Date: 06-16-25.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero 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

Aylem Abreu Apiau

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

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, Vladimir Marrero. being first duly sworn state:

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

81-5044701.

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

All Construction and Plumbing Inc.

Name of Entity, Individual, Partners or Corporation

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

10040 SW 38th Ter, Miami FL 33165.

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
Vladimir Marrero	10040 SW 38th TER	100 %
		%
		%

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

Signature of Official: _____

Name (typed): Vladimir Marrero

Title: Owner

Company: All Construction and Plumbing Inc.

Date: 06-16-25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 14 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero 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

Aylem Abreu Apiau

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We All Construction and Plumbing, Inc Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, 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): Vladimir Marrero

Title: Owner

Company Name: All Construction and Plumbing Inc.

Date: 06-16-25.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero 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

Aylem Abreu Apiau _____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

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 All Construction and Plumbing 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): Vladimir Marrero

Title: Owner

Company Name: All Construction and Plumbing Inc.

Date: 06-16-25.

ACKNOWLEDGMENT

State of Florida

County of Miami Dade.

On this 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Vladimir Marrero 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

Aylem Abreu Apiau

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

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 June 16, 2025 at Miami Dade
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Vladimir Marrero

Title: Owner

Company Name: All Construction and Plumbing Inc.

Date: 06-16-25.

E-VERIFY AFFIDAVIT

STATE OF Florida.

COUNTY OF Miami-Dade

I, Vladimir Marrero (the individual attesting below), being duly authorized byand on behalf of all Construction and Plumbing Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 16 day of June, 20 25

Signature of Affiant

Print or Type Name: Vladimir Marrero.

State of Florida.

County of Miami Dade

Signed and sworn to (or affirmed) before me, this

the 16 day of June, 20 25.

My Commission Expires: 05-12-29.

Aylem Abreu Apiau

Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Aylem Abreu Apiau
My Commission HH 675665
Expires 5/12/2029

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: Vladimir Marrero

Title: Owner

Signature: _____ Date: 06-16-25.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: All Construction and Plumbing ("**Company**")

Vendor FEIN: 81-5044701.

Address: 10040 SW 38th TER

City: Miami State: FL Zip: 33165

Phone number: 786-238-9448. Email Address: vladimir@proacp.com

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

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

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

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

Written Declaration

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

Printed Name: Vladimir Marrero

Title: Owner

Signature: [signature]

Date: 06-16-25.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, All Construction & Plumbing Inc (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 All Construction & Plumbing Inc, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 9th day of June, and attested by its Power of Attorney, A.D., 2025.

ATTEST:

_____

All Construction & Plumbing Inc

_____ By:

_____(Title)

(Principal)

ATTEST:

As per Attached Power of Attorney

Old Republic Surety Company

_____ By: Warren M. Alter

(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).

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 9th day of June, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALTER SURETY GROUP INC

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor All Construction and Plumbing Inc.

Date Addendum Received June 30th, 2025.

Total Pages of Addendum including Acknowledgement 4

Print Name Vladimir Marrero

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.

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$	$
2	Maintenance of Traffic	1	LS	$	$
3	Storm Water Pollution Prevention Plan	1	LS	$	$
4	Site Restoration	1	LS	$	$
				Subtotal:	$
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$	$
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$	$
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$	$
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$	$
9	Driveway Paver Restoration	105	SY	$	$
10	Signing and Pavement Marking	1	LS	$	$
				Subtotal:	$
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$	$
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$	$
13	Core Drill Existing Structure	16	EA	$	$
14	Storm Structure Removal and Restoration, all sizes	5	EA	$	$
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$	$
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$	$
17	Pollution Retardant Baffle	17	EA	$	$
18	Permit Fee	1	EA	$	$
			GRAND TOTAL		$

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

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.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 50,000	$ 50,000.00
2	Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 15,000.00	$ 15,000.00
4	Site Restoration	1	LS	$ 20,000.00	$ 20,000.00
				Subtotal:	$ 110,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 8.00	$ 28,960.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 15.00	$ 83,100.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 25.00	$ 4,500.00
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 200.00	$ 21,000.00
10	Signing and Pavement Marking	1	LS	$ 25,000.00	$ 25,000.00
				Subtotal:	$ 176,560.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6800.00	$ 183,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,250.00	$ 20,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,250.00	$ 6,250.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 200.00	$ 284,800.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 115.00	$ 109,250.00
17	Pollution Retardant Baffle	17	EA	$ 550.00	$ 9,350.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
				GRAND TOTAL	$ 928,810.00

Total Bid Amount..... $ 928,810.00
Total Bid Amount (in words)
Nine hunded Twenty eight thousands eight hunded ten dollars
Signature of Official
Name (typed) Luis RODRIGUEZ
Title: V-President
Company: ATC ENGINEERING Inc
Date: 6/16/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Regular Trench	LF	2,374	10.00	23,740.00
B.					
C.					

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Luis RODRIGUEZ

Title: V. President

Company: ATC Engineering Inc

Date: 6/16/2025

SUBCONTRACTOR LIST

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

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

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: ATC Engineering Inc

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

Contracted Services Information:

Scope of Work: Drainage and Roadway Improvements

Length of Contract: 1 years
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
Continental Construction USA

Name of Individual completing this form: Luis Sanchez

Signature: LSA Title: Project Manager

Telephone: 786-405-5444 Email: luissanchez4bacca@gmail.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: ATC Engineering Inc

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

Contracted Services Information:

Scope of Work: Site Work (Water, Sewer, Drainage, Asphalt)

Length of Contract: 1 year
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Star Brite Group

Name of Individual completing this form: Roger Perez

Signature: [signature] Title: V. Construction

Telephone: 305-546-9044 Email: Rsw1500@yahoo.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: ATC Engineering Inc

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

Contracted Services Information:

Scope of Work: Site work (Drainage, Water, Sewer, Parking Lot)

Length of Contract: 2 years
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Emuna Construction

Name of Individual completing this form: Gabriel Benhayon

Signature: [redacted] Title: Project Manager

Telephone: 305 979 5418 Email: GBenhayon@Emunaconstruction.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Luis Rodriguez

Title: V. President

Company: ATC Engineering Inc

Date: 6/16/2025

NON-COLLUSIVE AFFIDAVIT

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

Luis RODRIGUEZ being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Luis RODRIGUEZ

Title: V. President

Company: ATC ENGINEERING INC

Date: 6/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - DADE

On this 16 day of, June 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

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

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

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

By Luis RODRIGUEZ

For ATC ENGINEERING Inc

Whose business address is: 2222 NW 14th ST Miami FL 33125

And (if applicable) its Federal Employer Identification Number (FEIN) is: 811865592

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Luis RODRIGUEZ

Title: V. President

Company Name: ATC ENGINEERING Inc

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this 16 day of June, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Luis Rodriguez V. President
(print individual's name and title)

for: ATC ENGINEERING Inc
(print name of entity submitting sworn statement)

whose business address is: 2222 NW 14th ST Miami FL 33125

and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-1885592

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): Luis Rodriguez

Title: V. President

Company: ATC Engineering Inc

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of, June 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

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

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

I, Luis Rodriguez 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:

811885592

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

ATC Engineering Inc

Name of Entity, Individual, Partners or Corporation

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

2222 NW 14th ST Miami FL 33125

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
IZDEZys ALVAREZ	8843 SW 86 ST Miami FL	51 %
Luis Rodriguez	14619 SW 99 ST Miami FL 33176	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): Luis Rodriguez

Title: V. President

Company: ATC ENGINEERING INC

Date: 6/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

June

On this 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We ATC Engineering Inc Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Luis Rodriguez

Title: V. President

Company Name: ATC Engineering Inc

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein 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): Luis Rodriguez

Title: V. President

Company Name: ATC Engineering Inc

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of June, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luis Rodriguez 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

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

N/A

Executed on 6/16/2025 at 2222 NW 14th ST under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Luis Rodriguez

Title: V. President

Company Name: ATC Engineering Inc

Date: 6/16/2025

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami DADE

I, Luis Rodriguez (the individual attesting below), being duly authorized byand on behalf of ATC Engineering Inc (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 16 day of June, 2025

Signature of Affiant

Print or Type Name: Luis Rodriguez

State of FLORIDA

County of Miami - DADE

Signed and sworn to (or affirmed) before me, this

the 16 day of June, 2025.

My Commission Expires: Augo, 2027

Notary Public

NHCS – E-Verify 081815

ANDY SUAREZ
Notary Public - State of Florida
Commission # HH 421649
My Comm. Expires Aug 20, 2027
Bonded through National Notary Assn.

Foreign Country of Concern Attestation

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

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

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

Printed Name: Luis Rodriguez

Title: V. President

Signature: _____ Date: 6/16/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: ATC ENGINEERING Inc ("**Company**")

Vendor FEIN: 81-1885592

Address: 2222 NW 14th ST

City: Miami State: FL Zip: 33125

Phone number: 305-615-1898 Email Address: INFO@ATCFLORIDA.NET

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

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

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

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

Written Declaration

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

Printed Name: Luis Rodriguez

Title: V. President

Signature:

Date: 6/16/2025

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ATC ENGINEERING 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.)
2222 NW 14th ST

Requester's name and address (optional)

City, state, and ZIP code
Miami FL 33125

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
81 - 1885592

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 ▶ 6/16/2025

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor ATC Engineering Inc.

Date Addendum Received June 10 | 2025

Total Pages of Addendum including Acknowledgement 4

Print Name Luis Lodos

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 50,000.00	$ 50,000.00
2	Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 15,000.00	$ 15,000.00
4	Site Restoration	1	LS	$ 20,000.00	$ 20,000.00
				Subtotal:	$ 110,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 8.00	$ 28,960.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 15.00	$ 83,100.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 25.00	$ 4,500.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 200.00	$ 21,000.00
10	Signing and Pavement Marking	1	LS	$ 25,000.00	$ 25,000.00
				Subtotal:	$ 176,560.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6,800.00	$ 183,600
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,250.00	$ 20,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,250.00	$ 6,250
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 200.00	$ 284,800.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 115.00	$ 109,250.00
17	Pollution Retardant Baffle	17	EA	$ 550.00	$ 9,350.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
			GRAND TOTAL		$ 928,510.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

ATC Engineering Inc

2222 NW 14th Street

Miami FL 33125

[305-615-1898] [info@atcflorida.net]

6/16/2025

To Whom It May Concern,

Subject: **Introduction of ATC Engineering Inc**

We are pleased to introduce **ATC Engineering Inc,** a fully licensed and insured civil construction company with a proven track record of delivering high-quality infrastructure and development projects. With over 9 years of experience in the industry, our team is committed to excellence, safety, and customer satisfaction in every project we undertake.

Our areas of expertise include:

- **Road and highway construction**
- **Drainage and stormwater systems**
- **Earthworks and site preparation**
- **Utility installation (water and sewer)**
- **Commercial and residential developments**

At ATC Engineering Inc, we pride ourselves on using the latest technologies and adhering to industry standards to ensure that every project is delivered on time, within budget, and of exceptional quality. Our dedicated team of engineers, project managers, and skilled laborers work collaboratively to meet the unique needs of each client.

We are actively seeking opportunities to collaborate with contractors, developers, municipalities, and private clients. Whether it's a large-scale infrastructure project or a custom residential job, we bring the same level of professionalism and commitment.

We would welcome the opportunity to discuss how ATC Engineering Inc can support your current or upcoming construction needs. Please feel free to contact us at **305-615-1898** or via email at **info@atcflorida.net** to schedule a meeting or request additional information.

Thank you for considering ATC Engineering Inc as your construction partner. We look forward to the possibility of working together.

Sincerely,

Luis Rodriguez

Vice President

ATC Engineering Inc

305-615-1898

luis@atcflorida.net

Invitation to Bid

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

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST (Municipal Building)

ISSUED: **Tuesday, May 27th, 2025**

CONTACT PERSON:

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 18
SECTION 5.0 BID SUBMISSION REQUIREMENTS	19
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	20
SECTION 7.0 SCHEDULES OF EVENTS	21 - 22
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	23 - 43
SECTION 9.0 OTHER FORMS	44 - 58
SECTION 10.0 EXHIBITS	59 - 69
AGREEMENT	69
Exhibit "A": Sub-basin 12 Drainage Improvement Plans	70
Exhibit "B": Sub-basin 12 Permit/Approval Tracker	70
Exhibit "C": Sub-basin 12 Geotechnical Services Report	70

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

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

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Sub-basin 12 Paving and Drainage Improvements Project (the "Project")

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

The Village will use state funding for this Project. In the event the Village's funding for this Project from the State is not appropriated or significantly reduced, the Village may terminate the Contract with written notice to the Company.

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

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

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

3.02 Errors and Omissions in ITB

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

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and a Bidder waives all claims that they are not in compliance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize itself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the

Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. The Village will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

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

3.02.5 The submission of a Bid will constitute a binding representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

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

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

Inquiries must be received by Tuesday, June 10th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, June 10th, 2025, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

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

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

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

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

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

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

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

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

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent.

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

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

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

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Bid Only

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

3.18 Exceptions to Specifications

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

3.19 Non-Appropriation of Funds

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

3.20 Property of the Village

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

3.21 Contract Time

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

3.22 Liquidated Damages

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

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

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

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

3.24 Subcontractors

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

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

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

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

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

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only

so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

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

4.1:
BID FORM

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

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$24,265.50	$23,590.00
2	Maintenance of Traffic	1	LS	$ 35,000	$35,000
3	Storm Water Pollution Prevention Plan	1	LS	$ 11,250	$ 11,250
4	Site Restoration	1	LS	$80,000	$60,000.00
				Subtotal:	**$**129,840
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 7.50	$ 36,200
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$13.00	$72,020
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 20	$ 3600
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$ 120	$ 21,000
9	Driveway Paver Restoration	105	SY	$90	$9,450
10	Signing and Pavement Marking	1	LS	$14,000	$14,000
				Subtotal:	**$**156,270
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 5,100.00	$ 137,700
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 3,675.00	$ 14,700
13	Core Drill Existing Structure	16	EA	$ 1,562.50	$25,000
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 2,500.00	$ 12,500
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 275.00	$ 346,600
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 135,850	$ 135,850
17	Pollution Retardant Baffle	17	EA	$550.00	$9,350.00
18	Permit Fee	1	EA	$	$24,180
				GRAND TOTAL	$ 991,390.00

Total Bid Amount..... $ 991,390.00

Total Bid Amount (in words)

Nine hundred ninety one thousand three hundred and ninety dollars

Signature of Official Keith R Leslie III

Name (typed) Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	TRENCH BOX 8' X 20	LF	1,450	25.00	36,250
B.	Manhole box	EA	10	2,450	24,500
C.	ROAD PLATE 8' X 20	LF	80	24.37	1,950

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

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

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

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

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

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 27th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, June 3rd, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, June 10th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 10th, 2025	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Monday, June 16th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

7.01 Contract Award

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

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

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

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

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

ATLAS Construction & Engineering Co. LLC

Keith Leslie

President

Mobile: 754-315-0553

Email: KL@Atlascne.co

Although our company is in its first year of operation, it is backed by over 15 years of extensive experience in the construction industry. Our founder has successfully led and contributed to a wide range of civil and utility infrastructure projects across South Florida, including municipal work for Miami-Dade Water and Sewer Department (WASD) and Broward County. Underground Utilities & Site Work such as Installation of force mains, gravity sewer lines, water mains, and drainage systems. Lift station installation, Trench backfilling and grading to final grade as well as grading restoring to existing or better.

Lead Team Member: Keith Leslie

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Atlas Construction & Engineering Co LLC (hereinafter called the Principal), and Old Republic Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Wisconsin is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ 5% of amount bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 Atlas Construction & Engineering Co LLC, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Old Republic Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 13th day of June, and attested by its Power of Attorney, A.D., 2025.

ATTEST:

_____

_____

_____(Title)

Atlas Construction & Engineering Co LLC

By: _____

(Principal) Keith R Leslie III

ATTEST:

As per attached power of attorney

_____

Old Republic Surety Company

By: _____

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

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: WARREN M. ALTER, DAVID T. SATINE, JONATHAN A. BURSEVICH of MIAMI LAKES, FL

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of April, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of April, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrumen

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3000

Signed and sealed at the City of Brookfield, WI this 13th day of June, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ALTER SURETY GROUP INC

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: Keith R Leslie III

Name (typed): Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering LLC

Date: 6/13/2025

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Asphalt/Repaving	Primental construction Group LLC		

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

References

Name :	Phone Number
Francisco Alonso	305-803-2569
Eric Gomez	305-553-5457
Angie Salkey	954-260-6126

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Atlas Construction & Engineering Co 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: Installation of 8" force main/Installain of gravity sewer

Length of Contract: 180 days

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

Comments:

Name of Public Entity/Company:
Skyy's Construction

Name of Individual completing this form: Angie Salkey

Signature: _____ Title: President

Telephone: 954-260-6126 Email: Angie.skyys@gmail.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: Keith R Leslie III

Name (typed): Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

NON-COLLUSIVE AFFIDAVIT

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

Keith R Leslie III being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Atlas Construction & Engineering Co 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): Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 6/13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III 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

Oneida Del Toro

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

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 Keith R Leslie III

For Atlas Construction & Engineering Co LLC

Whose business address is: 4474 Weston Road #1075 Davie FL, 33331

And (if applicable) its Federal Employer Identification Number (FEIN) is: 33-1875877

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): Keith R Leslie III

Title: President

Company Name: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III 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

Oneida Del Toro

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Keith R Leslie III/President

(print individual's name and title)

for: Atlas Construction & Engineering Co LLC

(print name of entity submitting sworn statement)

whose business address is: 4474 Weston Road #1075 Davie FL, 33331

and (if applicable) its Federal Employer Identification Number (FEIN) is: 33-1875877

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): Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this June 13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

BUSINESS ENTITY AFFIDAVIT

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

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

I, Keith R Leslie III being first duly sworn state:

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

33-1875877

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

Atlas Construction & Engineering Co LLC

Name of Entity, Individual, Partners or Corporation

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

4474 Weston Road #1075
Davie FL, 33331

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
Keith R Leslie III		100% %
		%
		%

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

Signature of Official: _____

Name (typed): Keith R Leslie III

Title: President

Company: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III 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

Oneida Del Toro

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Atlas Construction & Engineering Co LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay SUB-BASIN 12 DRAINAG MPROVEMENTS, ITB# 2025-11-013, 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 : Pimentel Construction Group, LLC (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Keith R Leslie III

Title: President

Company Name: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

ACKNOWLEDGMENT

State of Florida

County of miami-Dade

On this June 13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III 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

Oneida Del Toro

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

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 Atlas Construction & Engineering Co 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): Keith R Leslie III

Title: President

Company Name: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Keith R. Leslie III and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

Type text here

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

Yes or No, If yes, explain the circumstances.

NO

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

Signature of Official:

Name (typed): Keith R Leslie III

Title: President

Company Name: Atlas Construction & Engineering Co LLC

Date: 6/13/2025

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

I, Keith R Leslie III (the individual attesting below), being duly authorized byand on behalf of Atlas Construction & Engineering Co LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 13 day of June, 2025

Signature of Affiant

Print or Type Name: Keith R Leslie III

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this the 13th day of June, 2025.

My Commission Expires: 2/22/28

Oneida Del Toro

Notary Public

NHCS – E-Verify 081815

NOTARY PUBLIC STATE OF FLORIDA

ONEIDA DEL TORO
Commission # HH 491659
Expires February 22, 2028

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: Keith R Leslie III

Title: President

Signature: Keith R Leslie III Date: 6/13/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Atlas Construction & Engineering Co LLC ("**Company**")

Vendor FEIN: 33-1875877

Address: 4474 Weston Road #1075

City: Davie State: FL Zip: 33331

Phone number: 754-315-0553 Email Address: KL@atlascne.co

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

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

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

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

Written Declaration

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

Printed Name: Keith R Leslie III

Title: President

Signature: Keith R Leslie III

Date: 6/13/2025

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Atlas Construction & Engineering Co LLC

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.)
4474 Weston Road #1075 Davie FL, 33331

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
33 - 1875877

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 ▶ Keith R Leslie III Date ▶ 6/13/2025

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: Atlas Construction & Engineering Co LLC
Company

4474 Weston Road #1075
Davie FL, 33331
Address

ATT: Keith R Leslie III/President
Name and Title

PROJECT DESCRIPTION: **Sub-basin 12 Paving and Drainage Improvements Project**
ITB No. 2025-11-013 in accordance with Contract Documents as prepared by the Village
_____:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on 6/16/2025 (Date).

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

Sincerely yours,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: Atlas Construction & Engineering Co LLC
Company

4474 Weston Road #1075
Davie FL, 33331
Address

ATT: Keith R Leslie III/President
Name and Title

PROJECT DESCRIPTION: **Sub-basin 12 Paving and Drainage Improvements Project**
ITB No. 2025-11-013 in accordance with Contract Documents
as prepared by the Village

_____:

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

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

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

Sincerely yours,

Alessia Bencomo
Procurement Specialist

BID BOND

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

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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: Sub-basin 12 Paving and Drainage Improvements Project (the "Project")
CONTRACTOR:
CONTRACT NO: 2025-11-013
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 **Sub-basin 12 Paving and Drainage Improvements Project** (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: Sub-basin 12 Paving and Drainage Improvements Project
ype **CONTRACTOR:**
CONTRACT NO: 2025-11-013
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 **Sub-basin 12 Paving and Drainage Improvements Project** 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:_____

Principal

By:_____

Name:_____
(Print)

Title:_____

Date:_____

Address:_____

Witness:_____

Surety

By:_____

Name:_____
(Print)

Title:_____

Date:_____

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid#: 2025-11-013

Date: 6/13/2025

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: **Sub-basin 12 Paving and Drainage Improvements Project**

Invitation to Bid #: 2025-11-013

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: Sub-basin 12 Paving and Drainage Improvements Project

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2025, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____., (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Invitation to Bid ("ITB") on **May 27th, 2025** for the **Sub-basin 12 Paving and Drainage Improvements Project**; and

WHEREAS, the Company submitted a bid dated **June 16th, 2025**, in response to **ITB# 2025-11-013**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the bid to the Company to construct a paving and drainage improvement project 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:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term
5. Contract Price
6. Disputed Invoices
7. Limitation of Liability
8. Construction Supervision/Reports
9. Notices
10. Termination
11. Indemnification
12. Insurance
13. Modification Amendment
14. Governing Law
15. Waiver
16. Assignment
17. Prohibition Against Contingent Fees

18. Conflict of Interest
19. Entire Agreement
20. Caption and Paragraph Heading
21. Joint Preparation
22. Counterparts
23. Preservation of Village Property
24. Public and Employee Safety
25. Immigration Act of 1986
26. Company Non-Discrimination
27. Federal and State Tax
28. Public Records
29. Severability
30. E-Verify
31. Warranty
32. Subcontractor
33. Iron and Steel in Public Works Projects

Article I. Exhibits

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

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

Article 2. Scope of Work

1. The Work is generally described as follows: _____

The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications

that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

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

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 Keith R Leslie III.

Article 4. Term/Construction Schedule

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

Article 5. Contract Price

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

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Disputed Invoices

In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, or additional backup documentation is required, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company shall provide the Village with additional backup documentation within five (5) working days of the date of the Village's notice. The Village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

Article 7. Limitation of Liability

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

Article 8. Construction Supervision/Reports

A. The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Fanny Carmona, the

Director of Parks and Recreation. The Villages' assigned Project Manager is Fanny Carmona, the Director of Parks and Recreation.

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

Article 9. Notices

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

Village:

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

Company:

Owner/Principal
Title
Company Name
Address1
Address2

Article 10. Termination

A. Termination Without Cause

The Village may terminate this Contract without cause upon thirty (30) days prior written notice. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, the Village may issue a written notice claiming breach of Contract and giving the Company ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Village may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against

the Village shall be limited to actual compensatory damage, and in no event more than the amount in paragraph 7, above.

C. Liquidated Damages

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

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

Article 11. Indemnification

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

Article 12. Insurance/Bonds

The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of

Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; **and name the Village as an additional insured.**

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, and its equivalent.

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

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

Article 13. Modification Amendment

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

Article 14. Governing Law

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

Article 15. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16. Assignment

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

Article 17. Prohibition Against Contingent Fees

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

Article 18. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 19. Entire Agreement

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

Article 20. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 21. Joint Preparation

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

Article 22. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 23. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 24. Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 25. Immigration Act of 1986

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

Article 26. Company Non-Discrimination

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

Article 27. Federal and State Tax

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

shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 28. Public Records

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

Article 29. Severability

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

Article 30. E-Verify

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

Article 31. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

Article 32. Subcontractor

The use of subcontractor is permissible under this Contract provided that the subcontractor must agree to the same terms and conditions as the Company. The Company remains responsible for performance of the Contract terms and conditions. In

the event of dissatisfactory performance, the Company is responsible and shall complete the work if required by the Village at the Company's expense.

Article 33. Iron and Steel in Public Works Projects

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

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

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

(Company Name)

_____ _____

Nick Marano, Village Manager Owner/Principal, Title

Attest:

_____

Village Clerk

Missy Arocha

APPROVED AS TO FORM

_____

Village Attorney

John C. Dellagloria

Attachments to this Solicitation

Exhibit "A": Sub-basin 12 Drainage Improvement Plans **(.PDF FILE)**

Exhibit "B": Sub-basin 12 Permit/Approval Tracker **(.PDF FILE)**

Exhibit "C": Sub-basin 12 Geotechnical Services Report **(.PDF FILE)**

(Total of 3 .pdf to download with solicitation)

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Atlas Construction & Engineering Co LLC

Date Addendum Received June 10, 2025

Total Pages of Addendum including Acknowledgement 4

Print Name Keith R Leslie III

Signature Keith R Leslie III

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.

BASILE USA, LLC.
License: CGC157617

Sub-Basin 12 Paving and Drainage Improvements Project Introduction letter

Dear Village Clerk,

Basile USA LLC is pleased to submit our bid for the Sub-Basin 12 Paving and Drainage Improvements Project. Enclosed with this letter is our 5 percent Bid Bond, provided in accordance with the solicitation requirements.

About Basile USA LLC

- Licensed General Contractor (CGC 1517617) with 20+ years continuously in business
- Bonding capacity: More than $10,000,000.00
- Core focus on water, stormwater, and drainage infrastructure for municipalities throughout Miami-Dade and Broward Counties

Key Services:

Water & stormwater management | Drainage system installation | Paving & roadway restoration | Flood-control solutions

Lead Project Team:

Project Manager: Hugo Alvarez, 10 years of experience
Superintendent: Diosdado Diaz, 16 years of experience

Our team combines seasoned field leadership with strong administrative support to ensure proactive communication, schedule control, and strict adherence to the local codes.

We appreciate the opportunity to compete for this important project and look forward to serving the Village's goals for this project. Should you have any questions or require additional information, please contact us.

r your consideration.

BASILE USA LLC

3864 SW 30TH Avenue, Ft. Lauderdale, FL. 33312

Phone: (954) 300-4200

Email: info@basileusa.com

www.basileusa.com

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 154,487.68	$ 154,487.68
2	Maintenance of Traffic	1	LS	$ 16,359.24	$ 16,359.24
3	Storm Water Pollution Prevention Plan	1	LS	$ 7,544.26	$ 7,544.26
4	Site Restoration	1	LS	$ 33,143.84	$ 33,143.84
				Subtotal:	$ 211,535.02
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.66	$ 13,249.20
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 17.67	$ 97,891.80
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 132.30	$ 23,814.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 127.16	$ 22,253.00
9	Driveway Paver Restoration	105	SY	$ 147.00	$ 15,435.00
10	Signing and Pavement Marking	1	LS	$ 4,196.85	$ 4,196.85
				Subtotal:	$ 176,839.85
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 8,660.15	$ 233,824.05
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,937.30	$ 27,749.20
13	Core Drill Existing Structure	16	EA	$ 3,387.88	$ 54,206.08
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,765.32	$ 8,826.60
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 420.65	$ 599,005.60
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 168.00	$ 159,600.00
17	Pollution Retardant Baffle	17	EA	$ 533.42	$ 9,068.14
18	Permit Fee	1	EA	$ 10,000.00	$ 10,000.00
			GRAND TOTAL		$ 1,490,654.54

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Basile USA, LLC, 3830 SW 30th Avenue, Fort Lauderdale, FL 33312 (hereinafter called the Principal), and United States Fire Insurance Company, 305 Madison Avenue, Morristown, NJ 07960 (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Delaware is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 Basile USA, LLC, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said United States Fire Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 16th day of June, and attested by its Secretary, A.D., 20 25.

ATTEST:

_____

_____

_____(Title)

Basile USA, LLC

By:_____

(Principal)

ATTEST: As Per Attached Power of Attorney

Haley Bamford

Haley Bamford

United States Fire Insurance Company

By: _____

(Surety) Attorney-in-Fact

Charles J. Nielson, Attorney-In-Fact

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

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson,
Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of June 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOPEZ, ALEXIS

BASILE USA, LLC
2939 SW 30 COURT SUITE A
MIAMI FL 33133

LICENSE NUMBER: CGC1517617

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

695

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Shoring	LF	1	$1,000	$1,000
B.					
C.					

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Luigi Basile

Title: President

Company: BASILE USA LLC

Date: June 11,2025

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Marking & Signs	Pavement Marking and Signs, Inc.		PH. 786.280.4709 FAX: 305.675.0229

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: BASILE USA 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: Installation of approximately 5,210 Linear Feet and 45 drainage structures as part of drainage improvements between NE 163rD Terrace , NW 84th Ave, NW 162nd St, NW 86th Ct , Miami Lakes,FL,33014

Length of Contract: 270 days

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

Please refer to the Letter of recomendation attached.

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: Anaily Padron

Signature: _____ Title: Capital Improvements Project Manager

Telephone: 305-364-6100 Ext 1133. p Email: padrona@miamilakes-fl.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

MIAMI LAKES
Growing Beautifully

6601 Main Street Miami Lakes, FL. 33014

May 17, 2024

Subject: Recommendation for Basile USA, LLC. ITB 2023-19 Royal Lakes First Addition.

To Whom It May Concern:

I am pleased to recommend Basile USA, LLC. an underground utilities company that has provided outstanding service to our city. Their consistent delivery of high-quality work, adherence to schedules, and commitment to excellence have made them a valuable partner in our infrastructure projects.

Basile USA, LLC. has demonstrated exceptional professionalism and expertise. Their team approaches each project with meticulous attention to detail, ensuring all tasks are completed to the highest standards. Their proactive communication has been instrumental in keeping stakeholders informed and addressing issues promptly, preventing delays and ensuring smooth project progression.

Furthermore, Basile USA, LLC. has shown the ability to work within budgetary constraints without compromising on quality. Their efficient project management and innovative solutions have saved us time and resources, enhancing the overall effectiveness of our projects.

I highly recommend Basile USA, LLC. for any underground utility work. Their proven track record of excellence and dedication to customer satisfaction make them an outstanding choice for any project.

Should you have any questions, please contact me at padrona@miamilakes-fl.gov or (305) 512-7133.

Sincerely,

Anaily Padron, P.E.
Capital Improvements Project Manager
Town of Miami Lakes

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: BASILE USA 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: Installation of approximately 5,000 Linear Feet as part of Water main improvements in NW 2nd Street, Hallandale Beach, FLM 33009

Length of Contract: 300 days

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

Please refer to the Letter of recomendation attached.

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

Comments:

Name of Public Entity/Company: City of Hallandale Beach

Name of Individual completing this form: Manga Ebbe

Signature: _____ Title: Construction Project Manager

Telephone: 954.457.3043 Email: mebbe@hallandalebeachfl.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

DEPT. OF PUBLIC WORKS

Jeffrey Odoms
Director

May 15, 2024

Re: Letter of Recommendation

To whom it may concern:

I am happy to provide a reference for Basile USA LLC, as they are doing a phenomenal job on two (2) of the City's ongoing projects. Their unique strengths lie in their professionalism, effective communications, and their ability to follow through on their commitments. It would be my pleasure to recommend them to any Municipality/Project Owner.

If you have any questions or comments, please do not hesitate to contact Mr. Manga Ebbe, Construction program Manager at (954) 457 3043.

Sincerely,

Manga Ebbe | Construction Program Manager
City of Hallandale Beach Public Works Department
630 NW 2nd Street | Hallandale Beach, FL 33009 | (954) 457-3043
www.coHB.org | Follow us on Twitter | Facebook | Instagram | LinkedIn
Report a Concern via the MyHB app
Progress, Opportunity, Innovation

630 NW 2nd Street
Hallandale Beach, FL 33009
Ph (954) 457-1623
Fax (954) 457-1624

www.coHB.org

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: BASILE USA 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: Installation of a new water main to service a mixed residential and commercial area

Length of Contract: 270 days

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

Please refer to the Letter of recomendation attached.

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

Comments:

Name of Public Entity/Company: City of North Miami

Name of Individual completing this form: Yadly St Fort

Signature: _____ Title: City Engineer

Telephone: 305.893.6511 Ext 15011 Email: ysaintfort@northmiamifl.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

NORTH MIAMI
FLORIDA
Public Works Department
Water & Sewer Division
Utility Operations Center
1815 N.E. 150 Street · North Miami, FL 33181 · T: (305) 895-9838
www.northmiamifl.gov

May 15, 2024

Subject: Recommendation for Basile USA, LLC.
IFB No. 27-21-22
Proposed Water Main Improvement along NW 141st Street

Project Manager: Yadly St Fort
Size of project: $672,862.98

I am pleased to recommend Basile USA, LLC. an underground utilities company that has provided outstanding service to the City of North Miami. Basile USA furnished and installed a new eight inch water main along NW 141 Street, from NW 7th Avenue to NW 8th Avenue and in the alleyway from NW 138th Street to NW 141 Street.

Their consistent delivery of high-quality work, adherence to schedules, and commitment to excellence have made them a valuable partner in our infrastructure project. Although there were delays in the project, they were due to outside factors and Basile worked with the City and the Consultant to minimize the length of the delays. They were prompt to respond to any request by the City, and if a situation came up that needed extra accommodation from the crew, Basile did so without complaints or constraints.

Basile USA, LLC. has demonstrated exceptional professionalism and expertise. Their team approached the project with meticulous attention to detail, ensuring all tasks are completed to the highest standards. Basile USA, LLC. has shown the ability to work within budgetary constraints without compromising on quality.

I highly recommend Basile USA, LLC. for any underground utility work.

Sincerely,

Yadly St Fort

Yadly St Fort
Civil Engineer
Public Works Department
Utility Operations Center (UOC)
1815 NE 150 Street
North Miami, FL 33181

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): Luigi Basile

Title: President

Company: BASILE USA LLC

Date: 06/12/2025

NON-COLLUSIVE AFFIDAVIT

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

Luigi Basile being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: BASILE USA 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): Luigi Basile

Title: President

Company: BASILE USA LLC

Date: 06/12/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 20 25 , before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Basile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

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 Luigi Basile

For BASILE USA LLC

Whose business address is: 3864 SW 30th Avenue, Fort Lauderdale, FL, 33312

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4502444

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): Luigi Basile

Title: President

Company Name: BASILE USA LLC

Date: 06/12/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Basile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

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: Luigi Basile, President

(print individual's name and title)

for: BASILE USA LLC

(print name of entity submitting sworn statement)

whose business address is: 3864 SW 30th Avenue, Fort Lauderdale, FL, 33312

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4502444

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): Luigi Basile

Title: President

Company: BASILE USA LLC

Date: 06/12/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Basile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

_____

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, Luigi Basile being first duly sworn state:

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

84-4502444

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

BASILE USA LLC

Name of Entity, Individual, Partners or Corporation

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

3864 SW 30th Avenue, Fort Lauderdale, FL, 33312

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
Luigi Basile	2939 SW 30th Ct, Miami, FL,33133	100% %
		%
		%

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

N/A

Signature of Official: _____

Name (typed): Luigi Basile

Title: President

Company: BASILE USA LLC

Date: 06/12/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Bisile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We BASILE USA LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, 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 : Pavement Marking and Signs, Inc.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Luigi Basile

Title: President

Company Name: BASILE USA LLC

Date: 06/12/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Basile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): Luigi Basile

Title: President

Company Name: BASILE USA LLC

Date: 06/12/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 12 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Luigi Basile 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

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

_____
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 06/12/2025 at Miami Dade under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Luigi Basile

Title: President

Company Name: BASILE USA LLC

Date: 06/12/2025

E-VERIFY AFFIDAVIT

STATE OF FL

COUNTY OF Miami DADE

I, Luigi Basile (the individual attesting below), being duly authorized byand on behalf of BASILE USA LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 12 day of June, 2025.

Signature of Affiant

Print or Type Name: Luigi Basile

State of FL

County of Miami Dade

Signed and sworn to (or affirmed) before me, this

the 12 day of June, 2025.

My Commission Expires:

Notary Public

America Imbrondone
Comm.: HH 139671
My Commission Expires:
September 23, 2025

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: Luigi Basile

Title: President

Signature: _____ Date: 06/12/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: BASILE USA LLC ("**Company**")

Vendor FEIN: 84-4502444

Address: 3864 SW 30th Avenue

City: Fort Lauderdale State: FL Zip: 33312

Phone number: 954.300.4200 Email Address: info@basileusa.com

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

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

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

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

Written Declaration

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

Printed Name: Lugi Basile

Title: President

Signature: 

Date: 06/12/2025

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor BASILE USA LLC

Date Addendum Received June 10, 2025

Total Pages of Addendum including Acknowledgement 4

Print Name Luigi Basile

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.

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 50,000.00	$ 50,000.00
2	Maintenance of Traffic	1	LS	$ 4,950.00	$ 4,950.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 1000.00	$1,000.00
4	Site Restoration	1	LS	$ 20,000.00	$20,000.00
				Subtotal:	$ 75,950.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 6.00	$ 21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 20.00	$ 3600.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 90.00	$ 15750.00
9	Driveway Paver Restoration	105	SY	$ 48.00	$ 5040.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 128,130.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6000.00	$ 162,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,000.00	$ 20,000.00
13	Core Drill Existing Structure	16	EA	$ 1,200.00	$ 19,200.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1000.00	$ 5,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 200.00	$ 284,800.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 100.10	$ 95,095.00
17	Pollution Retardant Baffle	17	EA	$ 475.00	$ 8075.00
18	Permit Fee	1	EA	$ 750.00	$ 750.00
			GRAND TOTAL		$ 799,000.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Total Bid Amount..... $ 799,000.00

Total Bid Amount (in words)
Seven hundred ninety nine thousand dollars and zero cents

Signature of Official _____

Name (typed) Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6 - 16 - 2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

HARTEC GROUP

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

Re: Introduction Letter

To whom it may concern:

Allow us to introduce our company, Hartec Group inc. With a rich history in excellence in construction and a commitment to enhancing communities, we take great pride in our work. Our team is composed of dedicated professionals who bring a wealth of experience and expertise to every project we undertake.

We hope to have the opportunity to provide the Village of Palmetto Bay with the same service as we have done in other municipalities, and contribute to its growth and development. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Best regards,

Garrett Hardie, Vice President

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
HARTEC GROUP, INC.

Filing Information

Document Number	P09000017199
FEI/EIN Number	26-4325232
Date Filed	02/24/2009
Effective Date	02/24/2009
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES
Event Date Filed	11/08/2019
Event Effective Date	NONE

Principal Address

8200 SW 187 TER
CUTLER BAY, FL 33157

Changed: 11/08/2019

Mailing Address

P.O. BOX 562312
MIAMI, FL 33176

Changed: 11/08/2019

Registered Agent Name & Address

FLORIDA CORPORATE SERVICES LLC
3006 AVIATION AVENUE
STE. 2A
COCONUT GROVE, FL 33133

Name Changed: 02/03/2020

Address Changed: 02/03/2020

Officer/Director Detail

Name & Address

Title P

HARDIE, MAURICE
8200 SW 187 TERR
CUTLER BAY, FL 33157

Title VP

HARDIE, GARRETT
15840 SW 148 TERR
MIAMI, FL 33196

Annual Reports

Report Year	Filed Date
2022	04/11/2022
2023	02/17/2023
2024	04/17/2024

Document Images

04/17/2024 -- ANNUAL REPORT	View image in PDF format
02/17/2023 -- ANNUAL REPORT	View image in PDF format
04/11/2022 -- ANNUAL REPORT	View image in PDF format
02/23/2021 -- ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
11/08/2019 -- Restated Articles	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
05/04/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
01/11/2016 -- Amendment	View image in PDF format
11/30/2015 -- Amendment	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
03/16/2012 -- ANNUAL REPORT	View image in PDF format
04/03/2011 -- ANNUAL REPORT	View image in PDF format
08/21/2010 -- Reg. Agent Change	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
05/28/2009 -- Domestic Profit	View image in PDF format

HARTEC GROUP

Company Chain of Authority

President
Maurice Hardie

Vice President and Senior Project Manager
Garrett Hardie

Senior Project Manager II
Ricardo Pell

Office Manager
Maria Hardie

4.02
TRENCH SAFETY

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

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

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

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

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

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

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

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 27th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, June 3rd, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, June 10th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 10th, 2025	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Monday, June 16th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

7.01 Contract Award

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

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

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

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice president

Company: Hartec Group Inc.

Date: 6-16-25

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
NONE	NONE	—	—

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, 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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Hartec Group Inc.

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

Contracted Services Information:

Scope of Work: Commercial Remodel

Length of Contract: 1 year
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Miami - Dade County

Name of Individual completing this form: Williams Garcia

Signature: [signature] Title: Electrical Engineer

Telephone: 305-514-6058 Email: willga@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Hartec Group INC

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

Contracted Services Information:

Scope of Work: Drainage Improvments

Length of Contract: 9-Months

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

Comments:

Name of Public Entity/Company:
Town of Miami Lakes

Name of Individual completing this form: Stanley W. Merantus

Signature: _____ Title: Public Works Engineer

Telephone: (954) 405-7769 Email: smerantus@tppfl.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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Hartec Group Inc.

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

Contracted Services Information:

Scope of Work: Drainage Improvements

Length of Contract: 150
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:
N/a

Comments:

Project 20220003

Name of Public Entity/Company:
Miami - Dade County

Name of Individual completing this form: Alfonso Duarte
Signature: [signature] 6/2/25 Title: Road Const. Engineer
Telephone: 305-375-2111 Email: aduarte@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

HARTEC GROUP

General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Village of Pinecrest
Contact person: Eduardo Pozas
Phone: 305-234-2121
Email: epozas@pinecrest-fl.gov
Project #2024-024
Prime Contractor
Drainage Improvements
Duration of work: New
Year: 2025
Amount: $97,000.00

Town of Miami Lakes
Contact person: Anaily Padron
Phone: 305-364-6100
Email: padrona@miamilakes-fl.gov
Project - Sevilla Phase I
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2025
Amount: $2,087,490.00

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2024-11-022 (Sub Basin 44)
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2025
Amount: $1,350,000.00

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2024-11-003 (Sub Basin 57/96)
Prime Contractor
Drainage Improvements
Duration of work: Ongoing
Year: 2024
Amount: $ 1,577,994.35

Miami-Dade County
Contact person: Humberto Contreras
Phone: 305-514-6673
Email: humberto.contreras@miamidade.gov
MDC Project- EV Station
Duration of work: Completed
Year: 2024
Amount: $93,396.00

Miami-Dade County
Contact person: Williams Garcia
Email: willg@miamidade.gov
MDC Project- 18389-22
North Dade Scale House
Prime Contractor
Duration of work: Completed
Year: 2023
Amount: $526,655.00

Town of Miami Lakes
Contact person: Stanley Marentus
Phone: 305-364-6100
Email: marentuss@miamilakes-fl.gov
Project- Royal Pointe NW 158th Terrace
Project # 2023-025
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2023
Amount: $693,390.00

Miami-Dade County
Contact person: Felipe Monteagudo
Phone: 305-588-7676
Email: fmonte@miamidade.gov
MDC Project# 20220158
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2022
Amount: $1,039,925.14



General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Miami-Dade County
Contact person: Licet Izquierdo
Phone: 305-375-2548
Email: Licet.Izquierdo@miamidade.gov
MDC Project# 20220049
Prime Contractor
Drainage Improvements
Duration of work: Completed
Year: 2022
Amount: $733,040.26

Miami-Dade County
Contact person: Guillermo Paneque
Phone: 305-596-8614
Email: guillermo.paneque@miamidade.gov
MDC Project# 202201401241
Prime Contractor
South Dade Government Center
Conduit project
Duration of work: Completed
Year: 2023
Amount: $297,254.99

Village of Palmetto Bay
Contact person: Dionisio Torres
Phone: 305-969-5086
Email: dtorres@palmettobay-fl.gov
Project#2022-11-004
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $ 749,661.06

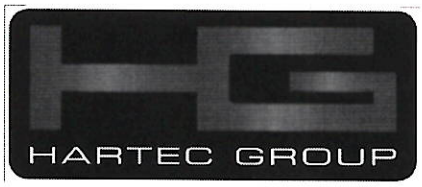
Miami-Dade County
Contact person: Marny Pereda
Phone: 305-755-7815
Email: marny.pereda@miamidade.gov
MDC Project#12320313003
Ives Estates Park
Prime Contractor
Duration of work: Completed
Year: 2022
Amount: $993,886.82

True North Academy
Contact person: David Britez
Phone: 786-429-3565
Email: david@lucasdavidlandscape.com
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $ 89,940.00

City of South Miami
Contact person: Aurelio Carmenantes
Phone: 305-403-2072
Email: acarmenantes@southmiamifl.gov
Project# Drainage SW 62nd PL- SW 58-60 St
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $252,480.62

Banyan Elementary School
Contact person: Howard Diston
Phone: 305-335-3922
Email: d2con@comcast.net
Project# Interior demolition, drywall, masonry & concrete
Prime Contractor
Drainage
Duration of work: Completed
Year: 2022
Amount: $463,425.00

Miami Dade County
Contact Person: Alfonzo Duarte, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: on- going
Year: 2020
Amount: $788,960.00



General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

Miami Dade County
Contact Person: Pedro Marsan
Prime Contractor
Drainage
Duration of work: on- going
Year: 2019
Amount: $990,000

Miami Dade County
Contact Person: Jose Gutierrez, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: 270
Year: 2018
Amount: $6706,849.00

Miami Dade County
Contact Person: Alfonzo Duarte, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: 365
Year: 2019
Amount: $835,093.00

Miami Dade County
Contact Person: Duane Kopp, Miami Dade County
Miami Dade County, PROS
Prime Contractor
Bathroom Renovation
Duration of work: 365
Year: 2018
Amount: $162,000.00

Miami Dade County
Contact Person: Silvia Perez, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: 240
Year: 2018
Amount: $360,450.24

Miami Dade County
Contact Person: Tony Moreno, Miami Dade County
Miami Dade County
Prime Contractor
Drainage
Duration of work: 240
Year: 2018
Amount: $633,335.36

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6-16-2025

NON-COLLUSIVE AFFIDAVIT

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

Garrett Hardie being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6-16-2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 16th day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie and whose name(s) is/are subscribed to the within instrument, and (he)/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

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

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

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

By Garrett Hardie

For Hartec Group Inc.

Whose business address is: 8200 SW 184 terr, Cutler Bay, FL 33157

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26 - 432 52 32

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

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

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

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 6 - 16 - 2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 16th day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

_____

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

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

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

whose business address is: 8200 SW 184 Terr, Cutler Bay, FL 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4325232

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

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

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

Continued Next Page

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6-16-2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16th day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

BUSINESS ENTITY AFFIDAVIT

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

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

I, Garrett Hardie being first duly sworn state:

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

26-4325232
Federal Employer Identification Number (If none, Social Security Number)

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

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

8700 SW 187 Ter, Cutler Bay, FL 33157
Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
Maurice Hardie	8200 SW 187 Terr Cutler Bay, FL 33157	90 %
Garrett Hardie	15840 SW 148 Terr Miami, FL 33196	10%
		%

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

N/A

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company: Hartec Group Inc.

Date: 6-16-2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 16th day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hendrie and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Hartec Group Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Sub-basin 12 Paving and Drainage Improvement Project, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 6-16-2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16th day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 6-16-2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16th June day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Garrett Hardie and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

_____
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 16th day of June, 2025 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Garrett Hardie

Title: Vice President

Company Name: Hartec Group Inc.

Date: 6-16-2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami - Dade

I, Garrett Hardie (the individual attesting below), being duly authorized byand on behalf of Hartec Group Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 16th day of June, 2025.

Signature of Affiant

Print or Type Name: Garrett Hardie

State of Florida

County of Miami - Dade

Signed and sworn to (or affirmed) before me, this

the 16th day of June, 2025.

My Commission Expires:

Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Suzanne Delgado
My Commission HH 671306
Expires 4/30/2029

Foreign Country of Concern Attestation

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

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

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

Printed Name: Garrett Hardie

Title: Vice President

Signature: _____ Date: 6/16/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Harkec Group Inc. ("**Company**")

Vendor FEIN: 26 - 4325232

Address: 8200 SW 187 Ter

City: Cutler Bay State: FL Zip: 33157

Phone number: 786 - 471 - 4294 Email Address: harkecgroupinc@gmail.com

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

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

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

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

Written Declaration

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

Printed Name: Garrett Hardie

Title: Vice President

Signature:

Date: 6/16/25

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
Hartel Group Inc.

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

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

☐ Other (see instructions) ▶

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

Address (number, street, and apt. or suite no.)
8200 SW 187 Ter. Cir

Requester's name and address (optional)

City, state, and ZIP code
Cutler Bay, FL 33157

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Employer identification number
26 - 4302232

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 ▶ 6/16/25

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Hartec Group, Inc. (hereinafter called the Principal), and The Gray Casualty & Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Florida is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ ***5%***), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Hartec Group, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Gray Casualty & Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 2nd day of June, and attested by its Power of Attorney, A.D., 2025.

ATTEST:

Maurice Hardie
President (Title)

Hartec Group Inc., a Fl corporation

By: Maurice Hardie, President
(Principal)

ATTEST:

See Power of Attorney Attached

The Gray Casualty & Surety Company

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

THE GRAY CASUALTY & SURETY COMPANY SEAL

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid **Principal:** Hartec Group, Inc.

Project: Sub-basin 12 Paving and Drainage Improvements Project

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael A. Bonet of Miami, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 2nd day of June , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Hartec Group Inc.

Date Addendum Received 6/10/25

Total Pages of Addendum including Acknowledgement 4

Print Name Garrett Hardie

Signature

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

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST
(Municipal Building)

ISSUED: Tuesday, May 27th, 2025

CONTACT PERSON:

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

ORIGINAL.

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 18
SECTION 5.0 BID SUBMISSION REQUIREMENTS	19
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	20
SECTION 7.0 SCHEDULES OF EVENTS	21 - 22
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	23 - 43
SECTION 9.0 OTHER FORMS	44 - 58
SECTION 10.0 EXHIBITS	59 - 69
AGREEMENT	69
Exhibit "A": Sub-basin 12 Drainage Improvement Plans	70
Exhibit "B": Sub-basin 12 Permit/Approval Tracker	70
Exhibit "C": Sub-basin 12 Geotechnical Services Report	70

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

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

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Sub-basin 12 Paving and Drainage Improvements Project (the "Project")

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

The Village will use state funding for this Project. In the event the Village's funding for this Project from the State is not appropriated or significantly reduced, the Village may terminate the Contract with written notice to the Company.

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

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

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

3.02 Errors and Omissions in ITB

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

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and a Bidder waives all claims that they are not in compliance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize itself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the

Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. The Village will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

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

3.02.5 The submission of a Bid will constitute a binding representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

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

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

Inquiries must be received by Tuesday, June 10th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, June 10th, 2025, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

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

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

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

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

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

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

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

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

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent.

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

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

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

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

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

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

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Bid Only

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

3.18 Exceptions to Specifications

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

3.19 Non-Appropriation of Funds

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

3.20 Property of the Village

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

3.21 Contract Time

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

3.22 Liquidated Damages

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

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

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

3.23 Litigation

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

3.24 Subcontractors

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

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

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

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

3.25 Indemnification

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

3.26 Quality

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

3.27 Protests, Appeals and Disputes

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

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only

so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

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

3.30 Bid Guaranty

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

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

3.31 PERFORMANCE AND PAYMENT BONDS

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

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

SECTION 4.0: Scope of Services

4.01 Scope of Work

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

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

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

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

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$30,000.00	$30,000.00
2	Maintenance of Traffic	1	LS	$10,000.00	$10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$1,500.00	$1,500.00
4	Site Restoration	1	LS	$55,973.00	$55,973.00
				Subtotal:	$ 97,473.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$6.00	$21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$14.00	$77,560.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$15.00	$2,700.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$100.00	$17,500.00
9	Driveway Paver Restoration	105	SY	$85.00	$8,925.00
10	Signing and Pavement Marking	1	LS	$10,000.00	$10,000.00
				Subtotal:	$138,405.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$5,800.00	$156,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$5,100.00	$20,400.00
13	Core Drill Existing Structure	16	EA	$700.00	$11,200.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$600.00	$3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$215.00	$306,160.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$125.00	$118,750.00
17	Pollution Retardant Baffle	17	EA	$400.00	$6,800.00
18	Permit Fee	1	EA	$ 100.00	$ 100.00
			GRAND TOTAL		$858,888.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.



Total Bid Amount..... $ 858 888.00
Total Bid Amount (in words) Eight Hundred Fifty Eight thousand Eight Hundred Eighty Eight dollar and Zero Cent
Signature of Official
Name (typed) Mario Gonzalez
Title: President
Company: Maggolc INC.
Date: 6/16/2025

MAGGOLC INC. CORPORATE SEAL 2005 FLORIDA

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

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4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
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7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LF	20	$25.00	$500.00
B.	—				
C.	—				

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

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

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

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

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

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 27th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, June 3rd, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, June 10th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 10th, 2025	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Monday, June 16th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

7.01 Contract Award

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

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

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

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

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

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

MAGGOLC INC.
ENGINEERING CONTRACTOR – LIC: E-251302
12060 SW 80 ST., MIAMI, FL 33183
PHONE: 786-291-2949
maggolc@yahoo.com

CONTACT INFORMATION:

Bidder Name: **Maggolc Inc.**
Contact Person: **Mario Gonzalez**
Address: **12060 SW 80th Street, Miami FL 33183**
Telephone: **786-291-2949**
Email Address: maggolc@yahoo.com

Type of Organization: **Corporation**
Year Stablished: **June 14, 2005 / State of Florida**
Years in Business: **18 Years**
Fin ID: **20-3345775**
Qualifications of Firm: **Attached**
Licenses: **Attached**

LEAD TEAM INFORMATION:

See attached Project organization Chart



6/16/25

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 19,2025

MAGGOLC INC.
12060 SW 80 ST
MIAMI, FLORIDA 33183

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, MARIO H

MAGGOLC, INC.
12060 SW 80TH STREET
MIAMI FL 33183

LICENSE NUMBER: CGC1531207

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, MARIO H

MAGGOLC INC
12060 SW 80TH STREET
MIAMI FL 33183

LICENSE NUMBER: CUC1224888

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E251302

MAGGOLC INC

D.B.A.:

GONZALEZ MARIO

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2026

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

5684064

RECEIPT NO.
RENEWAL
5928487

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
MAGGOLC INC
11020 SW 55TH ST
MIAMI, FL 33165

OWNER
MAGGOLC INC

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT

Worker(s) 1

E251302

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/01/2024
INT-24-454037

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

MAGGOLC INC.
ENGINEERING & GENERAL CONTRACTOR – LIC: E-251302 / CGC-1531207 / CUC-1224888
12060 SW 80 ST, MIAMI, FL 33183
PHONE: 786-291-2949
maggolc@yahoo.com / mario@maggolc.com

PROJECTS EXECUTED BY MAGGOLC INC. AS PRIME CONTRACTOR (Since 2007 to 2024)

110-**SW 82 Ave Roadway Improvements and Traffic Circle Project ($2,081,413.40)** (Town of Cutler Bay, Completed 11/5/2024) (Alfredo Quintero 305-234-4262) (aquintero@cutlerbay-fl.gov)
109-**Traffic Circle Project for NW 120 ST and NW 16 Ave. ($323,651.04)** (City of North Miami, Completed 01/30/2024) (Emile P. Amedee 786-298-7770) (eamedeejr@ambroeng.com)
108-**Drainage Improvement at SW 63 Ave between SW 69 ST and 70 ST ($151,945.00)** (City of South Miami, Completed 12/31/2023) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
107-**Roadway and Drainage Improvements SW 59 Ave between SW 64 ST and 66 ST ($179,690.23)** (City of South Miami, Completed 11/30/2023) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
106-**Citywide Drainage Improvements 2022 ($389,710.34)** (City of West Miami, Completed 12/12/2023) (Frank Alonso 305-803-2569) (falonso@amiengineer.com)
105-**Potable Water Main Improvements Phase IA (IB) ($940,500.85)** (City of West Miami, Completed 09/20/2023) (Frank Alonso 305-803-2569) (falonso@amiengineer.com)
104-**Avant Garde Academy Multiple Locations SRTS LAP Project ($675,908.12)** (City of Hollywood, Completed 08/15/2023) (Andres Atehortua 786-236-0791) (aatehortua@aeengineeringinc.com)
103-**Drainage Improvement SW 81 ST east of SW 62 Ave ($98,202)** (City of South Miami, Completed 03/31/2023) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
102-**Drainage Improvements Multiple Sites ($775,357)** (Miami Dade County, Completed 08/17/2022) (Licet 305-375-2648) (lzquierdo@miamidade.gov)
101-**Sidewalk Improvements-Multiple Sites ($757,877)** (Miami Dade County, Completed 07/26/2022) (Delfina Tirado 305-373-3635) (Delfina.tirado@miamidade.gov)
100-**Saga Bay 1.7 Sub-Basin Water Quality Improvement Project ($860,397)** (Town of Cutler Bay, Completed 09/30/2022) (Alfredo Quintero 305-234-4262) (aquintero@cutlerbay-fl.gov)
99-**Stormwater Improvements Sub-Basin H-8 Phase II ($1,428,673)** (City of Doral, Completed 03/10/2022) (Julio Amoedo 305-593-6740 X6018) (julio.amoedo@cityofdoral.com)
98-**Potable Water Main Improvements Phase I ($1,400,000)** (City of West Miami, Completed 2/28/2022) (Juan Pena 305-266-4214) (juanpena@cityofwestmiami.org)
97-**Drainage Improvements The Landing NW 75 Ave ($533,165)** (Miami- Dade County, Completed 08/22/2021) (Juan V Gonzalez 305-608-9702) (juangonzalez2@miamidade.gov)
96-**MURT Trail Improvements Plantation Road ($489,272)** (City of Plantation, Completed 06/08/2021) (Randy L. Daniel 954-214-6728)
95-**SW 62 Avenue Pedestrian & Bicyclist Enhancement Project ($341,459)** (LAP/ City of South Miami, Completed 09/30/2021) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
94-**Stormwater Improvements Sub-Basin A-2 ($174,631)** (City of Doral, Completed 3/15/2021) (Stephanie Bortz 305-593 6740 Ext.6024) (stephanie.bortz@cityofdoral.com)
93-**SW 20 ST from SW 14 Ave to SW 17 Ave. Roadway Improvements ($322,729)** (City of Miami, Completed 12/20/2020) (Javier Romero 786-975-3011) (jromero@miamigov.com)
92- **Drainage Improvements SW 12 ST and SW 57 Ave and SW 13 ST and 65 Ave. ($178,567.00)** (City of West Miami, Completed 10/30/2020) (Juan Pena 305-266-4214) (juanpena@cityofwestmiami.org)
91- **Roadway Improvements Project NW 38 ST & NW 64 Ave ($738,894)** (Village of Virginia Gardens, Completed 08/31/2020) (J.W. "Butch" Martin 305-871-6104) (bmartin@virginiagardens-fl.gov)
90- **T-6456 -SR 934/ NE 82 ST from NE 4 PL to Biscayne Blvd Intersection Improvements ($277,873.35)** (FDOT- District 6, Completed 08/05/2020) (Adajah F. Codio 305-968-4921) (adajah.codio@dot.state.fl.us)
89- **SW 23 ST from SW 14 Ave to SW 3 Ave Roadway Improvements ($156,270.36)** (City of Miami, Completed 7/30/2020) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)
88- **Stormwater Improvements: Sub-Basin A-4/ NW 84 ave ($798,280.00)** (City of Doral, Completed 07/25/2020) (Stephanie Bortz 305-593 6740 Ext.6024) (stephanie.bortz@cityofdoral.com)
87- **SW 64 CT Roadway, Drainage and Water Main Improvements ($342,048.06)** (City of Miami, Completed April 2020) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)

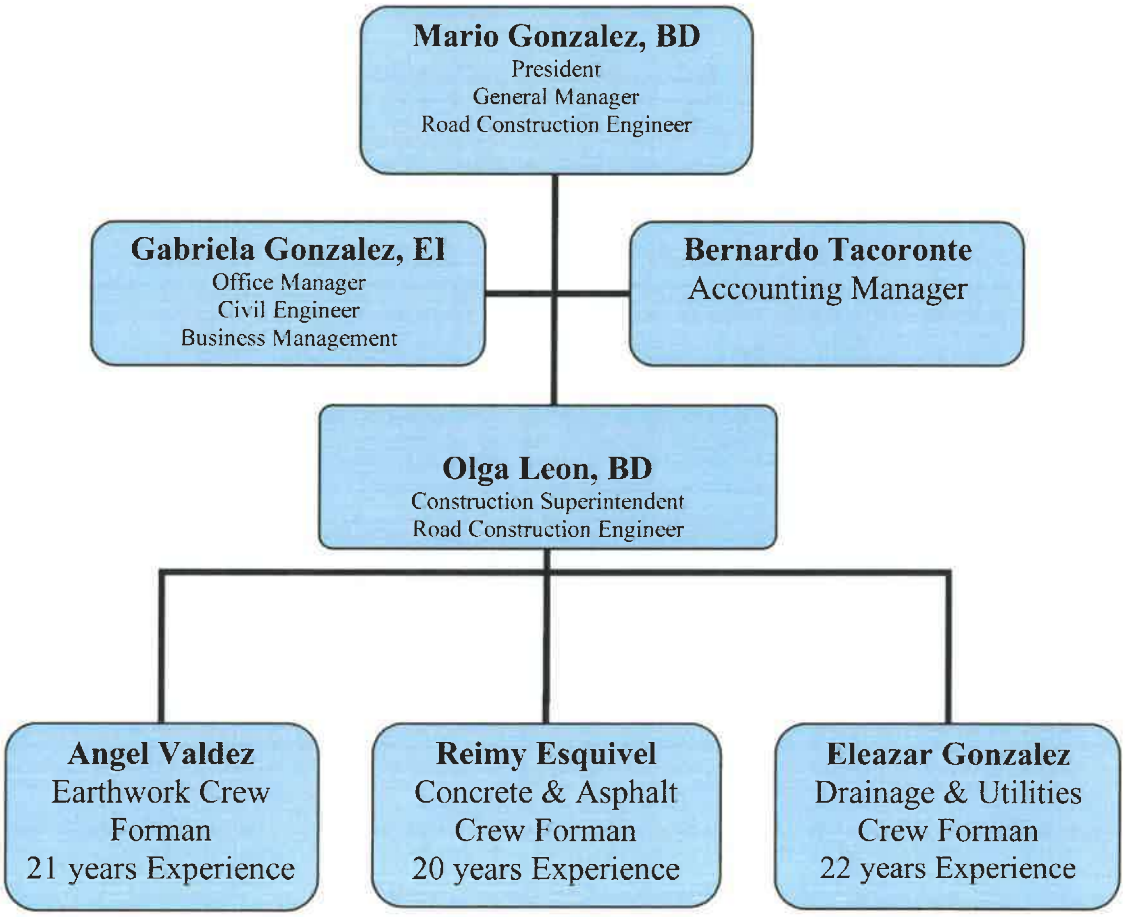
86- **SR 826/Various Ramps @ NW 119 ST and I-75 -Contract E6L72 ($329,600.04)** (FDOT District 6, Completed March 2020) (Jean J Boursiquot 305-986 9920) (jean.boursiquot@dot.state.fl.us)
85- **NW 21 ST Stormwater Improvements ($168,769.10)** (City of Doral, Completed 01/25/2020) (Stephanie Bortz 305-593 6740 Ext.6024) (stephanie.bortz@cityofdoral.com)
84- **Hilola Street Roadway Improvements ($215,300.19)** (City of Miami, Completed 12/15/2019) (Javier Romero 305-416-2074) (jromero@miamigov.com)
83- **CRA – NW 1st ST – NW 2 ST Roadway Improvements ($1,609,720.61)** (City of Florida City, CRA, Completed May 2019) (Rick Stauts 305-772-1157 / 305-247-8221) (richard.stauts@floridacityfl.gov)
82- **Drainage Improvements on SW 59 Ave. between SW 74 ST & SW 80 ST ($330,118.10)** (City of South Miami, Public Works Department, Completed May 2019) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
81- **Traffic Circle Project for NE 4th Ave & NE 127th ST ($185,539)** (City of North Miami, Public Works Departmrnt, Completed April 2019) (Akin Ozaydin 954-736-6983) (dozaydin@northmiamifl.gov)
80- **Vanderbilt Traffic Calming Improvements ($293,492)** (City of Doral, Public Works Department, Completed December 2018) (Carlos Arroyo 305-593-6740 Ext.6009) (carlos.arroyo@cityofdoral.com)
79- **Bird Avenue Improvements from US-1 to Mary ST ($1,468,493)** (City of Miami, Capital Improvements Department, Completed November 2018) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)
78- **Doral Trolley Infrastructure Improvements ($412,115)** (City of Doral, Public Works Department, Completed November 2018) (Carlos Arroyo 305-593-6740 Ext.6009) (carlos.arroyo@cityofdoral.com)
77- **Sub-Basin 59/60 Paving & Drainage Improv. ($853,302)** (Village of Palmetto Bay, Completed November 2018) (Danny Casals 305-969-5091) (dcasals@palmettobay-fl.gov)
76- **Traffic Circle at the Intersection of SW 168 ST & SW 82 Ave. ($326,223)** (Village of Palmetto Bay, Completed September 2018) (Danny Casals 305-969-5091) (dcasals@palmettobay-fl.gov)
75- **Traffic Circle at SW 72 Ave and 98 ST ($107,143.00)** (Village of Pinecrest, Public Works Dep., Completed May, 2018) (Mark Spanioli 305-669-6916) (mspanioli@pinecrest-fl.gov)
74- **SW 27 ST Roadway Improvements ($377,488.42)** (City of Miami, CIP, Completed March, 2018) (Orlando Misas 305-416-1038) (omisas@miamigov.com)
73- **ADA Push Button Contract (Miami- Dade and Monroe County) ($618,600.00)** (FDOT- District 6, Completed February 2018) (Marina Gershanovich 305-978-0090) (marina.gershanovich@dot.state.fl.us)
72-**Twin Lakes Traffic Circle (SW 63 Ave & SW 42 Terr) ($88,740.00)** (City of South Miami, Completed January 2018) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
71- **Westward Drive Concrete Bike Path Project ($1,158,670)** (City of Miami Springs, Public Works Department, Completed November 2017) (Tammy Romero 305-805-5035) (romerot@miamisprings-fl.gov)
70- **Stormwater Improvements Project- SW 70/71 Ave. (380,215)** (Village of Pinecrest, Completed September 2017) (Mark Spanioli 305-669-6916) (mspanioli@pinecrest-fl.gov)
69- **Subbasin H-8 Drainage Improvements ($968,585)** (City of Doral, Public Works Department, Completed August 2017) (Carlos Arroyo 305-593-6740 Ext.6009) (carlos.arroyo@cityofdoral.com)
68- **32' Traffic Circle Project ($221,527)** (City of North Miami, Completed April 2017) (Chuks Okereke 305-893-6511 Ext.15002) (cokereke@northmiamifl.gov)
67- **SW 74 Terr Roadway & Drainage Improvements Project ($139,882)** (City of South Miami, Completed April 2017) (Aurelio Carmenates 305-403-2072) (acarmenates@southmiamifl.gov)
66- **Subbasin F-1 Drainage Improvements ($632,993)** (City of Doral, Public Works Department, Completed March 2017) (Carlos Arroyo 305-593-6740 Ext.6009) (carlos.arroyo@cityofdoral.com)
65- **Busway Pedestrian Access Improv. -20150047 ($417,284)** (Miami Dade County Transportation and Public Works Department, Completed November 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
64- **Busway Pedestrian Access Improv. -20140140 ($266,345)** (Miami Dade County Transportation and Public Works Department, Completed August 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
63- **Sidewalk Improvements Multiple Sites ($214,549)** (Miami Dade County Transportation and Public Works Department, Completed July 2016) (George Coppolecchia 305-297-0795) (copp@miamidade.gov)
62- **Metrorail Bike Path Improvements (M-Path) ($870,888)** (Miami Dade Transit, Completed May 2016) (George Maldonado 786-473-4369) (glm@miamidade.gov)
61- **Drainage and Road Improvements Project Multiple Sites #20140177 ($755,761)** (Public Works Miami-Dade County, Completed May 2016) (Alfonso Duarte 305-409-8224) (aduarte@miamidade.gov)
60- **Twin Lakes Drainage and Roadway Construction Area 1 & 2 ($345,975)** (City of South Miami, Completed April 2016) (Ricardo Ayala 305-403-2072) (rayala@southmiamifl.gov)
59- **Drainage and Road Improvements Project Multiple Sites #20140165 ($383,287)** (Public Works Miami-Dade County, Completed November 2015) (Pedro Marsan 305-281-9062) (marsan@miamidade.gov)
58- **Sub-Basin 10 (SW 88 Ave) Paving and Drainage Improvements ($922,633.25)** (Village of Palmetto Bay, Completed November 2015) (Danny Casals 305-969-5091) (dcasals@palmettobay-fl.gov)
57- **Drainage Improvements 13000 SW 60 Street ($112,080)** (Village of Pinecrest, Completed October 2015) (Mark Spanioli 305-669-6916) (mspanioli@pinecrest-fl.gov)

56- **Beacom Project Area Improvements- Phase II ($818,978.96)** (City of Miami, Completed July 2015) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
55- **Lummus Park Landing ($222,612.91)** (City of Miami, Completed May 2015) (David Adato 305-416 1899 / 786-376 4391) (dadato@miamigov.com)
54- **NW 18 PL Road and Drainage Improvements ($473,087.20)** (City of Miami, Completed March 2015) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
53- **Multiple Parks - ADA Improvements ($336,741.68)** (Miami Dade Park & Recreation Department, Completed January 2015) (Leopoldo Aybar 786-201-2422) (aybar@miamidade.gov)
52- **Districtwide Minor Asphalt Repair**. ($250,000) (FDOT, District 6, Completed December 2014) (John Garzia 305-640-7177) (john.garzia@dot.state.fl.us)
51- **NW 11 ST from 27 Ave to 37 Ave. Area Roadway Improvements. ($188,874)** (City of Miami, Completed October 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
50- **Sunset Drive Downtown Median. (84,663) (City of South Miami, Completed October 2014)** (Ricardo Ayala 305-403-2072) (rayala@southmiamifl.gov)
49- **Beacom Project Area Improvements-Phase I ($767,132)** (City of Miami, Completed March 2014) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
48- **Biscayne Island Drainage Improvements ($735,559)**. (City of Miami, Completed March 2014) (Valentine Onuigbo 786-447-9817) (vonuigbo@miamigov.com)
47- **Wild Lime Park Parking Expansion and Concrete Walkway. ($201,442)** (Miami Dade Park & Recreation Department, Completed January 2014) (Leroy Garcia 786-210-5937) (garcial@miamidade.gov)
46- **Doral Trolley Infrastructure Improvements Citywide. ($217,349)** (City of Doral, Completed December 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
45- **Doral Trolley Route 3 Infrastructure Improvements. ($114,210)** (City of Doral, Completed November 2013) (Rudy de la Torre 786-236-5912) (rudy.delatorre@cityofdoral.com)
44- **Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826/ NW 63 ST. ($205,521)** (Florida Department of Transportation, Completed October 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
43- **SR 9 (NW 27 Ave), From NW 79 ST to NW 84 ST Roadway Improvements ($119,000)** (Florida Department of Transportation, Completed July 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
42- **Friedland Manor Drainage Improvements ($406,567)** (City of Florida City, Completed June 2013) (Sean Compel 786-502-0770) (sean.compel@stantec.com)
41- **NW 8th ST & NW 14 CT Roadway and Drainage Improvements ($425,895)** (City of Miami, Completed May 2013) (Robert Fenton 786-263-2133) (rfenton@miamigov.com)
40- **I-195/ Julia Tuttle from SR 5/ Biscayne Blvd to SR 907/ Alton Rd - Bike Path / Trail ($121,520)** (Florida Department of Transportation, Completed March 2013) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
39- **ARRA Municipalities Group B: City of Miami Gardens Bus Shelters ($894,000)** (Miami Dade Transit, Completed March 2013) (Javier Salmon 786-473 4710) (jsalmon@miamidade.gov)
38-**Progress Rd. Roadway and Drainage Improvements ($105,522)** (City of South Miami, Completed January 2013) (Jorge Vera 305-403 2072) (jvera@southmiamifl.gov)
37- **Killian Park Road Stormwater Improvement ($218,142)** (Village of Pinecrest, Completed December 2012) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
36- **Phase IV Drainage Improvement Project ($143,830)** (Village of Palmetto Bay, Completed November 2012) (Danny Casals 305-969 5091) (dcasals@palmettobay-fl.gov)
35- **SR 94/SW 88 ST/ Kendall Dr. at SW 142 Ave ($134,843)** (Florida Department of Transportation, Completed October 2012) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
34- **FDOT LAP Roadway Improvements Project ($117,371)** (Public Works Dep. City of Sweetwater, Completed July 2012) (Eric Gomez 305-553 5457) (egomez.egsc@att.net)
33- **Long Key State Park Campground Entrance Modification ($49,450)** (Florida Department of Environmental Protection, Completed July 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
32- **SW 64 Street Corridor Improvement, ($60,000)** (Public Works Dep. City of South Miami, Completed February 2012) (Keith A. Ng 305-403 2072) (kng@southmiamifl.gov)
31- **District #2 Citywide ADA Sidewalk Improvements, ($105,303)** (Public Works Dep. City of Miami, Completed February 2012) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
30- **Long Key State Park Roadway Improvements ($149,230)** (Florida Department of Environmental Protection, Completed February 2012) (Fred Hand 850-488 6322) (Fred.Hand@dep.state.fl.us)
29- **Suncrest Drive & Moss Ranch Road Stormwater Improvements ($ 110,000)** (Village of Pinecrest, Public Works Dep., Completed December 2011) (Daniel Moretti 305-669 6916) (moretti@pinecrest-fl.gov)
28- **SR 909 (Alton Road) at West 52 Street Drainage Improvement ($138,000)** (Florida Department of Transportation, Completed December 2011) (Roland Rodriguez 305-345 0696) (rrodriguez@pinnaclecei.com)
27- **SW 19 Terrace Roadway and Drainage Improvements ($184,585)** (City of Miami, Capital Improvements Department, Completed October 2011) (Maurice Hardie 786-229 5463) (mhardie@miamigov.com)

26- **Tamiami Canal Miccosukee Linear Park, Tamiami Trail and SW 122 Ave. ($87,703)** (Miami Dade Park & Recreation Department, Completed October 2011) (Ruben Teurbe Tolon 786-586 8360) (rttolon@miamidade.gov)
25- **District #4 Citywide ADA Sidewalk Improvements, ($149,397)** (Public Works Dep. City of Miami, Completed October 2011) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
24- **MIA- NW 67 Ave & NW 36 Street Intersection Improvements ($65,000), (concrete works)** (Aviation Department Miami Dade County, Complete July 2011) (John Peterson 305-622 8000) (jpet@mikegconst.com)
23- **MIA Building 3050 Parking Lot Drainage & Asphalt Improvement ($103,000)** (Aviation Department Miami-Dade County, Completed May 2011) (Greg Tai 305-876 8444) (gtai@mikegconst.com)
22- **District #1 Citywide ADA Sidewalk Improvements, ($155,523)** (Public Works Dep. City of Miami, Completed May 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
21-**District #3 Citywide ADA Sidewalk Improvements, ($107,414)** (Public Works Dep. City of Miami, Completed February 2011) (Fabiola Dubuisson 305 416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
20-**Intersection Realignment SW 139 Terr & SW 140 Dr. and East Guava Street One Way Street Conversion ($36,775)** (Public Works Dep., Village of Palmetto Bay, Completed December 2010) (305-969 5011) (dcasals@palmettobay-fl.gov)
19-**Installation of Sidewalks and Ramps along NE 12 Ave ($123,750.00)** (Public Works Dep. City of North Miami, Completed December 2010) (Gerardo Hernandez 305-893 6511) (ghernandez@northmiamifl.gov)
18-**AD Barnes Park Asphalt Walkways ($86,615.00)** (Miami-Dade Park and Recreation Dept., Completed December 2010) (305-755 7985) (rttolon@miamidade.gov)
17-**Golden Shore Park Pavers Sidewalk ($23,895.00) (**Public Works Dep. City of Sunny Isles Beach, November 2010) (305-947 0606) (gbatista@sibfl.net)
16-**District 1- Sidewalk Repair Project II ($95,990)** (Public Works Dep. City of Miami, Completed September 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
15-**Harbor Drive Lighting and Resurfacing Improvement ($270,000)** (Public Works Dep. Village of Key Biscayne April 2010) (786-255 6765) (anunez@keybiscayne.fl.gov)
14-**Blue Road Roundabouts Re-Bid ($145,000)** (Public Works Dep. City of Coral Gables, Completed March 2010) (305-460 5018) (epino@coralgables.com)
13-**District 2- Sidewalk Repair Project II ($75,300)** (Public Works Dep. City of Miami, Completed March 2010) (Fabiola Dubuisson 305-416 1755 & 305-801 7816) (fdubuisson@miamigov.com)
12- **West Little River Asphalt Driveways Phase IV-D. ($35,000)** (Miami-Dade County Office of Community and Economic Development, Completed December 2009). (Mario Berrios 786- 469 2112) (mberr@miamidade.gov)
11-**SR 907 (Alton Rd) at Allison Dr. for Drainage and Retention Improvements. ($134,000)** (FDOT, Completed December 2009) (Anthony Sabbag 305-256 6380) (anthony.sabbag@dot.state.fl.us)
10-**Country Club of Miami, Grading, Sitework & Greens. ($107,000)** (Miami-Dade Park and Recreation Dept., Completed August 2009). (305-596 4460) (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
9-**Country Club of Miami Parcel 1169 & 1168-E New Asphalt Walkways. ($178,000)** (Miami-Dade Park and Recreation Dept., Completed July 2009). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
8-**Brentwood Pool Park New Asphalt Walkways. ($34,000)** (City of Miami Gardens, Completed April 2009). (305-622 8000) (jallen@miamigardens-fl.gov)
7-**West Little River Asphalt Driveways Phase IV-B. ($68,000)** (Miami-Dade County Office of Community and Economic Development, Completed January 2009). (Mario Berrios 786-469 2112) (mberr@miamidade.gov)
6-**West Perrine Park Concrete Slabs, Sidewalks and Poured in Place. ($34,000)** (Miami-Dade Park and Recreation Dept., Completed January 2009). (305-596 4460)
5-**Countywide Intersections Improvement, Roadway and Drainage. ($443,637)** (Miami-Dade County Public Works Dept., Completed Dec. 2008). (Joaquin Rabassa 305-299 9822) (jra@miamidade.gov)
4-**Countywide Repair of Existing Asphalt Pavement. (Milling & Resurfacing) ($949,990)** (Florida Department of Transportation, Dist. Six, Executed the year 2008 and renewed for to year 2009 and 2010, Completed June 2011). (Janice Corn 305-256 6359) (Janice.corn@dot.state.fl.us)
3-**Dolphin Archaelogical Site Concrete Sidewalk Construction., ($114,084)** (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.go v)
2-**Olympic Park Concrete Sidewalk Construction. ($184,000)** (Miami-Dade Park and Recreation Dept., Completed July 2008). (Dan Crawford 305-596 4460) (dc93@miamidade.gov)
1-**Drainage Improvement for NW 22 CT from NW 107 ST to NW 112 ST, ($360,115.00)** (Miami-Dade County Public Works Dept., Completed Dec. 2007). (Alberto Estevez 786 256 2627).

MAGGOLC INC.
ENGINEERING CONTRACTOR – LIC: E-251302
12060 SW 80 ST., MIAMI, FL 33183
PHONE: 786-291-2949
maggolc@yahoo.com

PROJECT ORGANIZATION CHART



MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

MAGGOLC GOVERNMENT REFERENCE LISTING

1) **Company Name**: Miami Dade County Public Works Department.
   Address:111 NW 1st ST 14 Floor, Miami, FL 33128
   Contact Person: Joaquin Rabassa **Telephone #** 305-299 9822, 305-989 4943
   jra@miamidade.gov
2) **Company Name**: Florida Department of Transportation / Pinnacle Consulting
   Address:1773 NE 205 Street North Miami Beach, FL 33179
   Contact Person: Roland Rodriguez **Telephone #** 305 640 7185
   rrodriguez@pinnaclecei.com
3) **Company Name**: City of West Miami/ AMI Engineering LLC
   Address:12850 N Calusa Club Dr.
   Contact Person: Francisco J Alonso PE **Telephone #** 305-803-2569
   cokereke@northmiamifl.gov
4) **Company Name**: City of Miami -Capital Improvement Program
   Address:444 SW 2nd Ave, 8th Floor, Miami, FL 33130
   Contact Person: Maurice Hardie **Telephone #** 786-229 5463
   mhardie@miamigov.com
5) **Company Name**: City of South Miami
   Address: 6130 Sunset Drive South Miami 33143
   Contact Person: Aurelio Carmenates, PE **Telephone #** 305-403 2063
   acarmenates@southmiamifl.gov
6) **Company Name**: City of Hollywood/ AE Engineering Inc..
   Address:3333 W Commercial Blvd, Unit 106B, Ft Lauderdale, FL 33309
   Contact Person: Andres Atehortua **Telephone #** 786-236-0791
   aatehortua@aeengineeringinc.com
7) **Company Name**: Village of Palmetto Bay - Public Works Department.
   Address: 9495 SW 180 Street, Palmetto Bay, FL 33157
   Contact Person: Danny Casals **Telephone #** 305-969-5011
   dcasals@palmettobay-fl.gov.gov
8) **Company Name**: City of Doral - Public Works Department.
   Address: 8300 NW 53 Street Suite 100, Doral FL 33166
   Contact Person: Carlos Arroyo **Telephone #** 305-593-6740 Ext. 6009
   carlos.arroyo@cityofdoral.com
9) **Company Name**: Florida Department of Transportation -District #6
   Address:1773 NE 205 Street North Miami Beach, FL 33179
   Contact Person: Marina Gershanovich **Telephone #** 305-978-0090
   Marina.gershanovich@dot.state.fl.us

10)**Company Name**: City of Florida City
Address: 404 W Palm Dr. Florida City, FL 33034
Contact Person: Pedro Gonzalez PE, **Telephone #** 305-598-0199
pgonzalez@baljet.com

11)**Company Name**: Town of Cutler Bay
Address: 10720 Caribbean Blvd. Suite 105, Cutler Bay, FL 33189
Contact Person: Alfredo Quintero El, **Telephone #** 786-573-5520
aquintero@cutlerbay-fl.gov

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Mario Gonzalez

Title: President

Company: Maggolc INC.

Date: 6/16/2025

MAGGOLC INC. CORPORATE SEAL 2005 FLORIDA

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Asphalt Milling	C & R Milling and Paving	1 N. Krome Ave Suite 100 Homestead FL 33030	305-247-0881
Striping	E & A Express Striping Corp	11751 SW 31 Te Miami FL 33175	786-273-0335
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REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, 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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: MAGGOLC 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: Project: SW 82 Avenue Roadway Improvements and Traffic Circle Project
Drainage Improvements, Milling and Resurfacing, Roadway Restoration

Length of Contract: 1 year
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR

Name of Public Entity/Company:
TOWN OF CUTLER BAY

Name of Individual completing this form: ALFREDO QUINTERO

Signature: [signature] Title: PUBLIC WORKS DIRECTOR

Telephone: 305 234 4262 Email: AQUINTERO@CUTLERBAY-FL.GOV

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Maggolc 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: Citywide Drainage Improvements 2022, SW 16 Terr, SW 66 Ave and SW 14 ST

Length of Contract: 6 months
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Maggolc is one of our prime contractors for drainage and utility work. They have performed many projects for us in addition to this project and we have continued to work with them on various drainage improvement projects

Name of Public Entity/Company:
City of West Miami

Name of Individual completing this form: Francisco J. Alonso, PE

Signature: _____ Title: City Engineer

Telephone: 305-803-2569 Email: franciscoalonso@cityofwestmiami.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: Sub-Basin 57/96 Paving and Drainage Improvements
Invitation to Bid No. 2024-11-003

Name of Company: Maggolc 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: Project: Stormwater Improvements: Sub-Basin H-8 Phase II
Scope: Installation of the new drainage system, roadway restoration, asphalt milling and resurfacing, sodding and striping.

Length of Contract: 210 days

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

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

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

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

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

Comments:

ONE OF OUR BETTER CONTRACTORS.

Name of Public Entity/Company:
CITY OF DORAL

Name of Individual completing this form: JULIO AMOEDO

Signature: _____ Title: CHIEF OF CONSTRUCTION

Telephone: 786-697-8700 Email: JULIO.AMOEDO@CITYOFDORAL.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: Sub-Basin 57/96 Paving and Drainage Improvements
Invitation to Bid No. 2024-11-003

Name of Company: Maggolc 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: Project: Drainage Improvements SW 81 ST East of SW 62 Ave
Scope: New Drainage system Installation, Roadway and concrete restoration, asphalt milling and resurfacing, sodding and striping.

Length of Contract: 120 days

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

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

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

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

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

Comments:

The contractor was very responsive to project issues and coordination with City staff

Name of Public Entity/Company:
City of South Miami

Name of Individual completing this form:

Signature: Aurelio Carmenates Title: CIP Project Manager

Telephone: 305-403-2062 Email: acarmenates@southmiamifl.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-Basin 57/96 Paving and Drainage Improvements
Invitation to Bid No. 2024-11-003

Name of Company: Maggolc Inc.

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

Contracted Services Information:

Scope of Work: Drainage, Concrete and Earthwork
Scope: _____

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

Comments:

We recommend to Maggolc Inc for their responsability and quality in the work they do.

Name of Public Entity/Company:
H&R Paving Inc

Name of Individual completing ~~this~~ form: Santiago Lopez

Signature: _____ Title: Project Manager

Telephone: 407-580-2490 Email: santiago@hrpaving.com

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

Sincerely,

Alessia Bencomo, Procurement Specialist

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20200026
Contractor: MAGGOLC, INC.
Department Contact: Mercedes Barreras 305-375-1733
Site Project Name: Drainage Improvements
Site Location: The Landings NW 75th Ave. & NW 19th St.

Evaluation Type: Standard Evaluation
FEIN: 203345775
Award Amount: $838,051.00

Evaluator ID: E327060 Date: 11/17/2021 Period: Completion of construction

Rating *						
	4	3	2	1	N/A	Criteria
1-	✔					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✔					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✔					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✔					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✔					Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Juan Gonzalez at Phone# 305-608-9702

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Mercedes Barreras Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Maggolc, Inc.

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below

budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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): Mario Gonzalez

Title: President

Company: Maggolc Inc.

Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

NON-COLLUSIVE AFFIDAVIT

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

Mario Gonzalez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Maggole 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): Mario Gonzalez

Title: President

Company: Maggole Inc.

Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 16 day of, June 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

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

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

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

By Mario Gonzalez

For Maggole Inc.

Whose business address is: 12060 SW 80 St Miami FL 33183

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3345775

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): Mario Gonzalez

Title: President

Company Name: Maggolc Inc.

Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 16 day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Mario Gonzalez / President
(print individual's name and title)

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

whose business address is: 12060 SW 80 St Miami FL 33183

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3345775

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): Mario Gonzalez

Title: President

Company: Maggolo Inc.

Date: 6/16/25

MAGGOLO INC CORPORATE SEAL 2005 FLORIDA

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of, June 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

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

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

I, Mario Gonzalez 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:

20-3345775

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

Maggolc Inc.

Name of Entity, Individual, Partners or Corporation

—

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

12060 SW 80 St. Miami FL 33183

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
Mario Gonzalez	12060 SW 80 St Miami FL 33183	100%
		%
		%

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

NONE

Signature of Official: _____

Name (typed): Mario Gonzalez

Title: President

Company: Maggole Inc.

Date: 6/16/2025

MAGGOLC INC. CORPORATE SEAL 2005 FLORIDA

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of June, 2025 before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Maggolc Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Sub-basin 12 Pav. and Drainage, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : C&R Milling and Paving Inc. / E&A Express Striping Corp. (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggole Inc

Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade.

On this 16 day of June, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggolc INC.

Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16 day of June, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez 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

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

NO

Executed on Maggole office at 12060 SW 80 St Miami, FL 33183 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct. 6/16/2025

Signature of Official: [signature]

Name (typed): Mario Gonzalez

Title: President

Company Name: Maggole Inc.

Date: 6/16/2025

MAGGOLE INC CORPORATE SEAL 2005 FLORIDA

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Mario Gonzalez (the individual attesting below), being duly authorized byand on behalf of Maggolc INC. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

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

This 16 day of June, 20 25

MAGGOLC INC. CORPORATE SEAL 2005 FLORIDA

Signature of Affiant

Print or Type Name: Mario Gonzalez

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this

the 16 day of June, 20 25.

My Commission Expires: 07-18-2026

Notary Public

ROBERTO CASANOVA
Notary Public - State of Florida
Commission # HH 276424
My Comm. Expires Jul 18, 2026
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

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

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

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

Printed Name: Mario Gonzalez

Title: President

Signature: _____ Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Maggolc Inc. ("**Company**")
Vendor FEIN: 20-3345775
Address: 17060 SW 80 St. Miami FL 33183
City: _____ State: _____ Zip: _____
Phone number: 786-291-2949 Email Address: maggolc@yahoo.com

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

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

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

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

Written Declaration

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

Printed Name: Mario Gonzalez
Title: President
Signature: _____
Date: 6/16/25

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

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) Maggolo 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.) 12060 SW 80 St

Requester's name and address (optional)

City, state, and ZIP code Miami, FL 33183

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
20 - 3345775

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 ▶ 6/16/25

M.G.

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Maggolc, Inc. (hereinafter called the Principal), and The Gray Casualty & Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Louisiana is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ 5% of amount bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 Maggolc, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Gray Casualty & Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 16th day of June, and attested by its Power of Attorney, A.D. 2025.

ATTEST:

OLGA LEON
Secretary (Title)

Maggolc, Inc.

By: Mario Gonzalez
President.
(Principal)

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

ATTEST:

As per attached power of attorney

The Gray Casualty & Surety Company

By: _____
(Surety) Attorney-in-Fact Russell S. Stampler

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Maggolc, Inc.

Project: Sub-basin 12 Paving and Drainage Improvements Project, ITB No. 2025-11-013

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Warren M. Alter, David T. Satine, Jonathan A. Bursevich, and Russell S. Stampler of Miami Lakes, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of June ,2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Maggolc Inc.

Date Addendum Received 6/10/25

Total Pages of Addendum including Acknowledgement 4

MAGGOLC INC CORPORATE SEAL 2005 FLORIDA

Print Name Mario Gonzalez

Signature

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

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

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

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

PABON ENGINEERING, INC

Solicitation No. ITB 2025-11-013
Sub-basin 12 Paving and Drainage Improvements Project
Submittal Deadline: June 16th, 2025 – 11:15 AM

Firm: Pabon Engineering, Inc

Address: 13028 SW 128 Street
Miami, Florida 33186
(305) 972-8445

Qualifier: Anibal Pabon
pabonengineering@outlook.com
(305) 218-3547

License(s): CUC1223949
E1800135

Invitation to Bid

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

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST
(Municipal Building)

ISSUED: **Tuesday, May 27th, 2025**

CONTACT PERSON:

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

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

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

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

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

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

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

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

PABON
ENGINEERING, INC

Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's license for the installation of water distribution systems, water main extensions or similar type work and valid certifications of competency of qualifications, issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes. License No. CUC1223949
Pabon Engineering, Inc. also holds a Paving Engineering license from the Construction Trades Qualifying Board Business Certificate of Competency. License No. E1800135

Pabon Engineering has been in business for over 22 years under its current business name.
Pabon Engineering, Inc. has well-trained and competent organization which has done work of similar character and magnitude. An organizational structure as intended, including total manpower to complete the projects. Pabon Engineering will be directly beneficial to the Village of Palmetto Bay with its wide knowledge and expertise in the completion of this project. Pabon Engineering ensures all projects are completed in a safe and timely manner. Please see attached work experience.

1 Lead Team

- Anibal Pabon, Construction Manager– Oversee entire project onsite and in office. Experience: Over 20 yrs.
- Alejandro Balsinde – Project Manager – Will plan, budget, oversee all aspects of project. Experience: 10 yrs.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 yrs.
- Juan Felipe – Operator – Over 20 years.
- Mauro Velasquez – Pipe Layer – Experience: Over 20 years.

Pabon Engineering is licensed, permitted, and/or certified to do business in the State of Florida. Copies provided upon request.

13028 SW 128 ST Miami, FL. 33186 • Phone: 305.218.3547 • pabonengineering@outlook.com

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 100,000.00	$ 100,000.00
2	Maintenance of Traffic	1	LS	$ 65,000.00	$ 65,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 3,270.00	$ 3,270.00
4	Site Restoration	1	LS	$ 25,600.00	$ 25,600.00
				Subtotal:	$ 193,870.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.00	$ 18,100.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 30.00	$ 5,400.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 98.00	$ 17,150.00
9	Driveway Paver Restoration	105	SY	$ 140.00	$ 14,700.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 137,370.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 9,500.00	$ 256,500.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 7,500.00	$ 30,000.00
13	Core Drill Existing Structure	16	EA	$ 2,500.00	$ 40,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 3,000.00	$ 15,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 240.00	$ 341,760.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 180.00	$ 171,000.00
17	Pollution Retardant Baffle	17	EA	$ 500.00	$ 8,500.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00
			GRAND TOTAL		$ 1,195,000.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Total Bid Amount..... $ 1,195,000.00
Total Bid Amount (in words)
One million One hundred ninety five thousand dollars and zero cents.
Signature of Official
Name (typed) Anibal Pabon
Title: President
Company: Pabon Engineering, Inc.
Date: 06/16/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

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

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LS	5,000.00	$1.00	$5,000.00
B.					
C.					

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pabon Engineering, Inc. (hereinafter called the Principal), and The Cincinnati Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Ohio is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent Of The Total Amount Bid Dollars ($5% Of The Total Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

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

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Pabon Engineering, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said The Cincinnati Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney In Fact, under its corporate seal, this 16th day of June, and attested by its Power of Attorney on 6-20-25.

ATTEST:

Pabon Engineering, Inc.

Anibal Pabon
President (Title)

By: _____
(Principal)

ATTEST:

As Per Attached Power of Attorney

Sherrin Martinez

By: _____
(Surety) Attorney-in-Fact
Jonathan A. Bursevich

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO)
ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 11 day of June, 2025

Steven O. Daum

Secretary

BN-1005 (3/17)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Pabon Engineering, Inc.

Date Addendum Received 06/10/2025

Total Pages of Addendum including Acknowledgement 4

Print Name Anibal Pabon

Signature

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

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/16/2025

SUBCONTRACTOR LIST

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

Classification of Work	Subcontractor Name	Address	Telephone and Fax
TBD.			

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, 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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Pabon Engineering, Inc.

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

Contracted Services Information:

Scope of Work: Ojus Sanitary Special Benefit Area/New Gravity and Force Main Lines for Basin D4-A

Length of Contract: 568 Days
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Pabon Engineering has worked with Miami-Dade Water and Sewer for over 15 years. They continue to be a reliable Firm.

Name of Public Entity/Company:
Miami-Dade Water & Sewer Department

Name of Individual completing this form: Alexis Valdes

Signature: Alexis Valdes Title: Construction Manager 2

Telephone: Construction Manager 2 Email: Alexis.Valdes@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Pabon Engineering, Inc.

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

Contracted Services Information:

Scope of Work: Miami Springs water system fire flow and water service improvements Phase 2 furnish and install 12-inch DI water main. RPQ T2447

Length of Contract: 365 Days
Would you enter into a contract with the Company in the future? x Yes ____No
Were the services provided acceptable and of quality standards: x Yes ____ No
Was the Company responsive to your requests and resourceful with the task? x Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? x Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
Miami-Dade Water and Sewer Department

Name of Individual completing this form: Pearle Khadar

Signature: PK Title: W&S Pump Stations Const. Supervisor 2

Telephone: 305-323-3900 Email: pearle.khadar@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: Pabon Engineering, Inc

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

Contracted Services Information:

Scope of Work: RPQ T-2740R Installation of a 12-inch Water Main along SW 3rd Street between SW 2nd Ave and Biscayne Blvd underneath the Metro Mover Pathway

Length of Contract: 240 Days
Would you enter into a contract with the Company in the future? _X___ Yes ____No
Were the services provided acceptable and of quality standards: __X__ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? __X__ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? __X__ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
Miami Dade County Water & Sewer Department

Name of Individual completing this form: Yamirys Battle

Signature: _____ Title: Construction Projects Supervisor 1

Telephone: (305) 215-9243 Email: yamirys.battle@miamidade.gov

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

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/16/2025

NON-COLLUSIVE AFFIDAVIT

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

Anibal Pabon being first duly sworn, deposes and says that:

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

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

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

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

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Denise Rangel
NOTARY PUBLIC, STATE OF FLORIDA

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Anibal Pabon

For Pabon Engineering, Inc.

Whose business address is: 13028 SW 128 St., Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 06/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Anibal Pabon, President
(print individual's name and title)

for: Pabon Engineering, Inc.
(print name of entity submitting sworn statement)

whose business address is: 13028 SW 128 St., Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0569389

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Anibal Pabon being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

(FEIN:01-0569389) 13028 SW 128 st. Miami, FL 33186

Federal Employer Identification Number (If none, Social Security Number)

Pabon Engineering, Inc.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

13028 SW 128 St., Miami, FL 33186

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Anibal Pabon	13028 SW 128 St. Miami, FL 33186	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

None.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company: Pabon Engineering, Inc.

Date: 06/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Denise Rangel
NOTARY PUBLIC, STATE OF FLORIDA

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Pabon Engineering, Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Sub-Basin 12 Paving & Drainage Impr. Project, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 06/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Denise Rangel
NOTARY PUBLIC, STATE OF FLORIDA

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 06/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Anibal Pabon and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

WITNESS my hand and official seal

Denise Rangel
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 16th of June 2025 at 9:00am under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Anibal Pabon

Title: President

Company Name: Pabon Engineering, Inc.

Date: 06/16/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Anibal Pabon (the individual attesting below), being duly authorized byand on behalf of Pabon Engineering, Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16th day of June, 20 25.

Signature of Affiant

Print or Type Name: Anibal Pabon

State of Florida

County of Miami Dade

Signed and sworn to (or affirmed) before me, this

the 16th day of June, 20 25.

My Commission Expires: 04/10/2029

Denise Rangel

Notary Public

NHCS – E-Verify 081815

DENISE RANGEL
Notary Public - State of Florida
Commission # HH 663015
My Comm. Expires Apr 10, 2029
Bonded through National Notary Assn.

Foreign Country of Concern Attestation

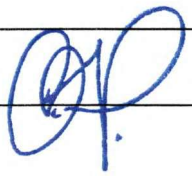
Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Anibal Pabon

Title: President

Signature: 

Date: 06/16/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pabon Engineering, Inc. ("**Company**")

Vendor FEIN: 01-0569389

Address: 13028 SW 128 St.

City: Miami State: FL Zip: 33186

Phone number: 305-972-8445 Email Address: pabonengineering@outlook.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Anibal Pabon

Title: President

Signature:

Date: 06/16/2025

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
Pabon Engineering, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
13028 SW 128 St.

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33186

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
01 - 0569389

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 06/16/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

PABON ENGINEERING, INC

MINIMUM QUALIFICTIONS OF BIDDERS

License Requirements:

Pabon Engineering, Inc. has the authorization to conduct business and holds an Underground Utility Contractor's license for the installation of water distribution systems, water main extensions or similar type work and valid certifications of competency of qualifications, issued by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes. License No. CUC1223949. Pabon Engineering, Inc. also holds a Paving Engineering license from the Construction Trades Qualifying Board Business Certificate of Competency. License No. E1800135

Experience:

Pabon Engineering, Inc. has a minimum of five (5) years of experience, under its current business name. (List of Completed Project Experience attached)

Equipment:

Pabon Engineering, Inc. will have available adequate equipment and facilities. (Equipment List attached.)

Financial Statements:

Pabon Engineering, Inc. Financial Statements attached.

Officers:

Anibal Pabon, President

Milagro Pabon, Secretary, Treasurer

Alejandro Balsinde, Executive who will give personal attention to this work. (Ph: 305-297-4883)

Key Members:

- Anibal Pabon, Construction Manager– Oversee entire project onsite and in office. Experience: Over 20 yrs.
- Alejandro Balsinde – Project Manager – Will plan, budget, oversee all aspects of project. Experience: 8 yrs.
- Jesus Martinez – Site Superintendent – Plan, coordinate, schedule and supervise construction project. Experience: 20 yrs.
- Juan Felipe – Operator – Over 20 years.
- Mauro Velasquez – Pipe Layer – Experience: Over 20 years.

Pabon Engineering, Inc. has a well-trained and competent organization which has done work of similar character and magnitude. An organizational structure as intended, including total manpower to complete the project.

PABON ENGINEERING, INC

Contractor Experience

DRAINAGE UPGRADES

23-B-11-116F – Meadows & Dells Drainage Improvements, Phase B & C
City of Coral Springs – 9500 W. Sample Rd – Coral Springs, FL 33065
Engineer: Botek Thurlow Engineering, Inc.
Project Status: Completed March 2024
Bonded: Y, Contract Days: 302, On Time: Y
Contact: Najla Zerrouki – 954.345.2188
Contract Amount: $1,629,989.00
Prime: Pabon Engineering, Inc.

Road Restoration 4,600 SY – Remove existing asphalt & Limerock (4") and re-grade & resurface with new 1-1/2" Type SP 9.5 asphalt (2 lifts); mill & resurface 22,680 SY (1") asphalt, remove & replace 3,744 SY of asphalt driveway; 18,655 LF of valley gutter, 2 Type "C" catch basin; 119 LF storm drainage pipe (15"); 31 concrete catch basin apron, 13 concrete flume, connect to existing catch basin, 11,258 SY swale soil material removal, regrading and sodding.

20230156 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street Miami FL 33128
Project Status: Completed January 2025
Bonded: Y Contract Days: 300, On Time: Y
Contact: Licet Izquierdo – 305.375.2648
Contract Amount: $ 888,585.00
Prime: Pabon Engineering, Inc.

Construction and installation of drainage structures 985 LF of 18-inch french drain pipe; 545 LF of 24-inch perforated French drain pipe; 633 LF of 15-inch pipe culvert; 185 LF of 16-inch pipe culvert; 50 LF of 24-inch pipe culvert; 700 LF of desilt pipe; 19 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 3,530 SY. Remove and replace 1,500 SF of concrete sidewalk/driveways.

20220181 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street Miami FL 33128
Project Status: Completed April 2024
Bonded: Y, Contract Days: 240, On Time: Y
Contact: Licet Izquierdo – 305.375.2648
Contract Amount: $695,000
Prime: Pabon Engineering, Inc.

The construction and installation of drainage structures 1,070 LF of 18-inch French drain pipe; 568 LF of 15-inch pipe culvert; 1,380 LF of 18-inch pipe culvert; 350 LF of desilt pipe; 17 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 4,330 SY. Remove and replace 610 SY of concrete sidewalk/driveways.

20220031 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed February 2023
Bonded: Y, Contract Days: 210, On Time: Y
Contact: Felipe Monteagudo – 305.375.2111
Contract Amount: $535,491.00
Prime: Pabon Engineering, Inc.

The construction and installation of drainage structures 1,385 LF of 18-inch French drain pipe; 308 LF of 15-inch pipe culvert; 400 LF of 18-inch pipe culvert; 250 LF of desilt pipe; 17 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 5,620 SY. Remove and replace 110 SY of concrete sidewalk/driveways. Restoring 1,435 SY of sod.

20200233 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed April 2022
Bonded: Y, Contract Days: 317, On Time: Y
Contact: Juan Gonzalez – 305.608.9702
Contract Amount: $877,090.00
Prime: Pabon Engineering, Inc.

Alleviate flooding problems within the project boundaries that have an ineffective drainage infrastructure The construction and installation of drainage structures 2,915 LF of 18-inch French drain pipe; 820 LF of 15-inch pipe culvert; 420 LF of 18-inch pipe culvert; 140 LF of desilt pipe; 27 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 6,350 SY. Remove and replace 635 SY of concrete sidewalk/driveways. Restoring 3,000 SY of sod.

20200160 – Drainage Improvements Multiple Sites
Miami Dade Public Works
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128
Project Status: Completed January 2022
Bonded: Y, Contract Days: 270, On Time: Y
Contact: Osvaldo Montero – 786.473.0125
Contract Amount: $535,737.00
Prime: Pabon Engineering, Inc.

The construction and installation of drainage structures 1,385 LF of 18-inch French drain pipe; 695 LF of 15-inch pipe culvert; 160 LF of 18-inch pipe culvert; 12 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 2,195 SY. Remove and replace 330 SY of concrete sidewalk/driveways. Restoring 8,535 SY of sod.

20190096 – Drainage Improvements Multiple Sites | **Bonded: Y, Contract Days: 365, On Time: Y**
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 | **Contact: Juan Gonzalez – 305.608.9702**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 | **Contract Amount: $824,870.00**
Project Status: Completed October 2020 | **Prime: Pabon Engineering, Inc.**
The construction and installation of drainage structures 3,205 LF of 18-inch French drain pipe; 1,500 LF of 15-inch pipe culvert; 510 LF of 18-inch pipe culvert; 13 desilting drainage structures; 14 manholes. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 4,605 SY. Remove and replace 920 SY of concrete sidewalk/driveways. Restoring 4,650 SY of sod.

RPQ T2603 – South Miami Heights Water Treatment Plant | **Bonded: Y, Contract Days: 270, On Time: Y**
Miami Dade Water & Sewer | **Contact: Paul Castell – 786.552.4413**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 | **Contract Amount: $1,211,148.00**
Project Status: Completed August 2021 | **Prime: Pabon Engineering, Inc.**
Replacement of existing parking lot and adding a storm water management system. Construction and installation of the new drainage system including 18 catch basins, 300 LF of 24-inch HDPE solid pipe, 450 LF of 18-inch RCP, and 200 LF of exfiltration trenches

20170317 – Drainage Improvements Multiple Sites | **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 | **Contact: Alfonso E. Duarte Jr. – 305.375.2392**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 | **Contract Amount: $540,511.00**
Project Status: Completed December 2018 | **Prime: Pabon Engineering, Inc.**
Installation of approximately 670 SY of parking swale blocks. Installation of 27 new drainage structures and 1755 LF of drainage. 100 SY of concrete sidewalks and 260 LF of concrete curbs. Approximately 1,780 SY of 1" milling and resurfacing.

20170100 – Drainage Improvements Medley | **Prime: American Builders Master Corp.**
Miami Dade Public Works | **Contact: Javier Borges – 305.375.4317**
Project Status: Completed November 2017 | **Contract Amount: $73,657.00**
Installation of approximately 220 LF of 18" French drain and installation of 200 LF of 15"-18" drainage pipe with 4 drainage boxes. Asphalt and sod restoration in disturbed areas.

T4462 (A1A & Hollywood Blvd.) | **Prime: UAG Construction**
Florida Department of Transportation | **Contact: Andy Diaz – 305.504.9937**
Project Status: Completed November 2019 | **Contract Amount: $166,112.00**
Installation of approximately 290 LF of 18" French drain and installation of 240 LF of 15"-18" drainage pipe with 3 drainage boxes. Asphalt and sod restoration in disturbed areas.

T4449 (Hollywood Blvd.) | **Prime: Acosta Tractors**
Florida Department of Transportation | **Contact: Ernie Diaz – 305.804.8731**
Project Status: Completed June 2019 | **Contract Amount: $384,590.00**
Installation of approximately 3250 LF of 6"-12" PVC WM. Installation of approximately 470 LF of 6" DIP WM with (5) fire hydrants. Installation of over 1430 LF of 24" French drain with (26) large structures and (23) catch basins.

PUMP STATION UPGRADES

RPQ T2605 – Upgrade of Sewage Pump Station No. 1201 | **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer | **Contact: Kevin Keane – 786.446.7450**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 | **Contract Amount: $1,126,445.00**
Project Status: Completed August 2021
Refurbished existing dry well for new dry mounted submersible pump application with new 8-inch internal discharge piping, valves, and fittings. Refurbished existing wet well install new 8-inch internal suction piping. New top slab and access hatches for wet well and dry well. Demolished existing on-site building. Demolished existing Driveway. Demolished existing Fence Installed two (2) new dry mounted submersible FLYGT, NT 3202.095 HT 3 ~ 467 diameter impeller (340 mm), 60 HP motors running at 1,775 rpm, or equal in the existing dry well. New odor control system (ie. VAPEX). New vent system on wet well. Installed new discharge piping with required fittings and valves. Installed new emergency pump out station. New electrical equipment, concrete slab and wiring. New pump motor connection box and necessary conduits and wiring. New pump discharge connection to existing 8-inch force main. Installation of new RTU to be coordinated with MDWASD. New generator and fuel tank on concrete slab. New Back-flow Preventer and Hose Bibb.

RPQ T2455 – Upgrade of Sewage Pump Station No. 1026
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Completed August 2019

Bonded: Y, Contract Days: 180, On Time: Y
Contact: Nikolai Gage – 305.446.7450
Contract Amount: $828,360.00

The project involved providing all labor, materials, equipment, and services required to upgrade Sewage Pump Station No. 1026. It included maintaining uninterrupted by-pass pumping, site preparation, dewatering, and implementing a Maintenance of Traffic plan. The existing pump station, force mains, and related components were demolished, and all debris was legally disposed of, with salvageable items returned to the Department. A 6-inch asbestos cement water main was removed, and an existing 6-inch water main was relocated using ductile iron pipe (DIP). New installations included an 8-inch DIP force main, 12-inch PVC gravity sewer, concrete wet well, valve vault, dual 30 HP submersible pumps, air release valve, sump pump, and a complete water service line. Control panels, SCADA systems, and other electrical components were furnished and installed. Coordination with MD-WASD and the Homestead Electrical Authority was completed for pipe connections and electrical service. Site restoration, including sidewalks, asphalt, sod, and fencing, was performed. Startup, testing, and final acceptance of the new pump station were also completed.

RPQ T2448 –Upgrade of Sewage Pump Station No. 0827
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Project Status: Completed October 2019

Bonded: Y, Contract Days: 300, On Time: Y
Contact: Gil Garcia (CD) – 786.390.7101
Contract Amount: $457,000.00

The project involved furnishing all materials, labor, and equipment necessary to upgrade Sewage Pump Station No. 0827. Uninterrupted by-pass pumping was provided throughout construction until the new station was approved by the Engineer and the Department, including as-built drawing approval, successful startup, and a 7-day operational test. A section of the existing force main was removed, and the existing pump station was demolished, including the wet well top slab, electrical equipment slab, and valve vault, while preserving the wet well. The wet well was refurbished, and all pumps, piping, valves, and associated components were removed. A new wet well top slab, cover, and hatch were installed. Site preparation and clearing were completed, and a new force main was installed along with dual 12 HP submersible pumps and all necessary discharge and emergency piping. Electrical work included installing a new control panel, electrical service, RTU enclosure, SCADA antenna, and related conduits and slabs. The project also included installing 15 linear feet of 4" DIP force main and a 1" water service pipe with a new backflow preventer and hose bibb. Coordination with the Department ensured proper salvaging of SCADA and RTU components before removal. Final steps included site restoration, pump station testing, and ensuring a complete and functional installation..

RPQ T2325 – Upgrade of Sewage Pump Station No. 0124 - Doral
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134
Project Status: Completed August 2018

Bonded: Y, Contract Days: 150, On Time: Y
Contact: Kevin Keane (PSIP) – 786.236.3503
Contract Amount: $1,228,550.00

The project involved furnishing all materials, labor, and equipment needed to upgrade Sewage Pump Station No. 0124. Continuous bypass pumping was provided for both the existing pump station and the 8-inch force main throughout construction until the new system was fully operational and accepted. Portions of the existing station, including the dry well, parts of the wet well, mechanical and electrical components, and related structures, were demolished. Site preparation, clearing, and protection of existing facilities to remain were completed. Modifications were made to the wet well, and new submersible pumps, a valve pit, and emergency pump-out connections were installed. A new 8-inch discharge force main, plug valves, air release valve, sanitary sewer manhole, and 12-inch gravity sewer were furnished and installed. Electrical upgrades included a new control panel, SCADA RTU, antenna, and all related service equipment and structures, with coordination from FPL for electrical connections. Site restoration included new sidewalks, asphalt pavement, markings, a chain link fence, and driveway improvements. Salvageable pipes, valves, and structures were protected and re-used as required, with replacements provided at no cost if damaged. The Department handled the reinstallation and wiring terminations for the RTU components after the contractor installed the necessary conduit and wiring.

WATER & SEWER MAIN UPGRADES

T2728 – Ojus New Gravity & FM for Basin D4-A
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: DTPW – 3575 S Lejeune Rd Miami, FL 33146
Project Status: In Progress (Est. Completion May 2025)

Bonded: Y, Contract Days: 302, On Time: Y
Contact: Alexis Valdes – 786.299.9008
Contract Amount: $ 5,298,424.36

Furnishing and Installing approx. 652 LF of 16-inch DIP for gravity sewer main; 341 LF of 12-inch ductile iron pipe for gravity sewer main; 220 LF of 12-inch PVC C900 for gravity sewer main; 800 LF of 10-inch ductile iron pipe for gravity sewer main; 570 LF of 10-inch PVC C900 for gravity sewer main; 2,300 LF of 8-inch ductile iron pipe for gravity sewer main; 4,920 LF of 8-inch PVC C900 for gravity sewer main; 980 LF if 6-inch ductile iron pipe for gravity sewer laterals; 1,680 LF of 6-inch PVC C900 for gravity sewer laterals; 49 pre-cast

concrete gravity sewer manholes including laterals. Furnish and install 120 LF of 12-inch ductile iron pipe sewage force main; 61 LF of 8-inch ductile iron pipe sewage force main; 120 LF of 24-inch steel casing via Jack & bore; 100 LF of 8-inch ductile iron pipe water main. Concrete and trench restoration for all pipe installation and milling & resurfacing of approximately 40,000 SY with new striping.

2023-012 – Pump Station 3 Force Main Replacement — **Bonded: Y Contract Days: 300, On Time: TBD**
City of Coral Gables – 2800 SW 72nd Avenue, Miami, FL 33155 — **Contact: Dronix Suarez – 305.460.5024**
Project Status: (Est. Completion May 2025) — **Contract Amount: $3,349,930.00**

Replace Sanitary Sewer Force Main: DeSoto Boulevard from Coral Way to Sevilla Avenue and Granada Boulevard from Sevilla Avenue. Furnish and Installing 5,835 LF of 20-inch PVC C-900 Force main; 31 LF of 20-inch PVC C-900 temporary bypass force; 8 LF of 12-inch PVC C-900 Force Main; 30 LF of 6-inch PVC C-900 Force Main. Furnish and install two (2) 20-inch plug valve; one (1) 20-inch sacrificial plug valve; two (2) 6-inch plug valve; two (2) 20-inch PVC C900 20" x 6" Tee; one (1) 20 inch PVC C900 20" x 20" Tee; one (1) 20-inch PVC C900 20" x 12" reducer; 14 ARV access manholes. Replacement of 1 existing 21-inch VCP gravity main. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 27,665 SY. Restoring 20,000 SF of sod.

T16076R – 8" WM SW 20th Street & SW 19th Terrace, City of Miami — **Bonded: Y Contract Days: 300, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — **Contact: Christian Espinoza – 786.843.0378**
Project Status: Completion March 2025 — **Contract Amount: $1,458,202.71**

Furnishing and installing approx. 2,390 LF of 8-inch zinc-coated ductile iron pipe, 56 LF of 6-inch zinc-coated ductile iron pipe and fittings; 3 fire hydrant assemblies with guard posts; 83 1-inch water services, making 5 tapping connections to existing water mains including tapping sleeves and tapping valves. Constructed 7 ARV assemblies for water mains. Constructing 1,510 SY of concrete driveway & sidewalk restoration. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 6,635 SY.

T2740R – 12" WM Downtown, City of Miami, SE 3rd Street — **Bonded: Y, Contract Days: 240, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — **Contact: Yamirys Battle – 305.215.9243**
Engineer: DTPW, 3071 SW 38 Ave. Miami, FL 33146 — **Contract Amount: $2,631,057.00(1,443,562.34)**
Project Status: Completed June 2024

Furnishing and installing approx. 1,120 LF of 12-inch zinc-coated ductile iron pipe and fittings; Four (4) 12-inch resilient-seated gate valves; 80 LF of 8-inch zinc-coated ductile iron pipe; 20 LF of 6-inch zinc-coated ductile iron pipe; 7 fire hydrant assemblies with guard posts; making 3 tapping connections to existing water mains including furnishing and installing tapping sleeves and tapping valves. Making eleven (11) connections to existing water mains. Constructing and assembling 2 ARV for water mains. 490 SF of sheeting & shoring. Constructing 780 SF of concrete driveway & sidewalk restoration. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 795 SY. Construction of 135 pedestrian curb ramps at intersections per FDOT Standard Plans.

Lift Station 14A Force Main Replacement — **Bonded: Y, Contract Days: 180, On Time**
City of Coral Springs – 9500 W. Sample Rd. – Coral Springs, FL 33065 — **Contact: Najla Zerrouki – 954.345.2188**
Engineer: Eckler Engineering, Inc. — **Contract Amount: $675,000.00**
Project Status: Completed January 2023

Furnishing labor, equipment, and materials for construction of replacement sanitary force main.
Work includes the installation of 460 LF of new 6-inch ductile iron pipe force main; 1830 LF of new 8-inch ductile iron pipe force main. Furnish and install two (2) 6-inch, two (2) 8-inch, two (2) 10-inch plug valves and boxes. Constructing and assembling 2 ARV. Grout and abandon 2245 LF of existing force main. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 5,800 SY. Remove and replace 30 SF of concrete sidewalk/driveways. Restoring 2,190 LF of Asphalt pavement patch.

T2662 Furnish and Install 8 Inch C900 PVC FM — **Bonded: Y, Contract Days: 300, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 — **Contact: Miguel Pichardo – 786-552-2573**
Project Status: Completed September 2022 — **Contract Amount: $ 836,254.89**

Furnishing and installing approx. 3,974 linear feet of 8-inch PVC C900 DR14 pipe and ductile iron fittings for sewage main; six (6) 8-inch plug valves; one cut-in connection to an existing sewage force main; a core drill connection to an existing gravity sewer manhole for connection of the proposed 8-inch PVC sewage force main and including rehabilitation of the manhole. Constructing and assembling 1 manual ARV & 4 Automatic ARV. 400 SF of sheeting & shoring. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 15,045 SY. Remove and replace 3,375 SF of concrete sidewalk/driveways.

P0245EM – City of Aventura 183rd St. & Island Blvd. **Bonded: Y, Contract Days – 315, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 **Contact: Alexis J Valdes – 786.552.4364**
Williams Island, City of Aventura, FL **Contract Amount – $4,653,141.00**
Project Status: Completed April 2023
Furnish and Install via open-cut method 400 LF of 10-inch PVC C900 pipe for PS 471 connection and placing out of service the existing 8-inch ductile iron pipe; replace 1,350 LF of existing 12-inch ductile iron pipe with 12-inch PVC C900; install 2,475 LF of 16-Inch PVC C900 DR18 PVC to tap into the existing 36-Inch ductile iron pipe FM and connect to the proposed 12-Inch C900 pipe; 10-Inch C900 PVC pipe to replace existing 8-Inch ductile iron pipe connected to PS 499; Furnish and Install via slip-lining method 3,075 LF of 14-Inch nominal size C900 DR11 HDPE pipe to replace existing 18-Inch pipe used as sanitary sewage force main and connecting from the proposed 10-Inch PVC pipe near PS 499. Made tapping connections to existing 36-inch force main used to divert flows North & West rom PS 499. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 10,870 SY. Remove and replace 1,110 SF of concrete sidewalk/driveways.

RPQ T2552 – Eureka FM, SW 180th St & 107th Ave. **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 **Contact: Jose E. Alvarez – 786.236.5325**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 **Contract Amount: $400,832.00**
Project Status: Completed April 2020
Furnishing and installing approx. 1,880 LF of 8-inch ductile iron pipe and fittings for a sewage force main; two (2) plug valves: plugging and abandoning existing force main; operating and maintaining a sewer by-pass. Temporary and permanent replacement of 100 SF of sidewalk, 20 LF of curb and gutter, 360 SY of sod, any landscaping and pavement markings. Constructing and assembling 4 ARV. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 5,960 SY.

RPQ T2503 – Homestead FM, SW 288th St. & 157th Ave. **Bonded: Y, Contract Days: 300, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 **Contact: Marcelino Torres – 305.746.1068**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 **Contract Amount: $419,510.00**
Project Status: Completed January 2020
Furnish and install approximately 2,135 LF of 6" DIP force main. Constructing and assembling 11 ARV. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 5,000 SY. 30 LF removal of existing 6" ACP including the required plugs where the ends of the pipe will remain. 200 SF of sheeting & shoring.

RPQ T2381 – Furnish & Install 8" DI Water Main – Perrine **Bonded: Y, Contract Days: 150, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 **Contact: Alexis Valdes – 786-299-9008**
Engineer: Avino & Associates – 1350 SW 57 Ave, Miami, FL 33144 **Contract Amount: $423,161.00**
Project Status: Completed October 2020
Furnish and install approx. 2,385 LF of 8-inch ductile iron pipe and fittings; 53 LF of 6-inch ductile iron pipe and fittings; making interconnections to existing 2-inch water mains; 6 resilient seated gate valves; 4 fire hydrant assemblies with guard posts; 29 water services; making four tapping connections including installing tapping sleeves and valves; making two connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings. Constructing and assembling 2 ARV. 600 SF of sheeting & shoring. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 4,510 SY.

RPQ T2447 – Miami Springs Fire Flow & Water Service Imp. Ph. 2 **Bonded: Y, Contract Days: 365, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 **Contact: Pearle Khadar – 305.323.3900**
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134 **Contract Amount: $2,632,244.00**
Project Status: Completed March 2020
Complete utility infrastructure upgrades on the potable water system at two separate locations within the Miami-Dade County Water and Sewer service area. Furnishing and installing approx. 8,855 LF of 12-inch zinc-coated ductile iron pipe and fittings; 35 LF of 10-inch zinc-coated ductile iron pipe and fittings; 365 LF of 8-inch zinc-coated ductile iron pipe, fittings and valves; 850 LF of 6-inch zinc-coated ductile iron pipe, fittings, and valves; 370 LF of 4-inch zinc-coated ductile iron pipe, fittings and valves; 225 LF 2-inch high density polyethylene pipe fittings, corporation stops, and ball valves for water main; 31 resilient seated 12-inch gate valves; 3 resilient 10-inch gate valves; 23 fire hydrant assemblies with guard posts; 69 water services; making three tapping connections including installing tapping sleeves and valves; making nineteen connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings; approx. Installation of approx. 300 LF of 14" HDPE via Horizontal Directional Drilling. Constructing and assembling 12 ARV. 4,500 SF of sheeting & shoring. Asphalt restoration for all pipe installation and milling & resurfacing of approximately 25,700 SY. Remove and replace 1,000 SF of concrete sidewalk/driveways.

RPQ T2466 – Installation of 16in 12in and 8in DIP Force Mains | **Bonded: Y, Contract Days: 490, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Aaron Anderson – 786.338.5393**
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 | **Contract Amount: $2,400,068.00**
Project Status: Completed December 2019
Installation of approximately 11,000 LF of 12" and 16" FM. Approximately 25,000 SY of 1" milling and resurfacing. Installation of approximately 250 LF 12" HDPE via Horizontal Directional Drilling.

RPQ T2358 – Miami Gardens, NW 207th Street | **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Marcelino Torres – 305.746.1068**
Engineer: CPH, Inc. – 1992 SW 1 Street, Miami, FL 33135 | **Contract Amount: $457,101.00**
Project Status: Completed April 2019
Installation of approximately 1,420 LF of 12" DIP FM and 440 LF of 6" - 8" DIP FM. Approximately 2,425 SY of 1" milling and resurfacing.

RPQ T2431 – Killian, SW 88th Ave and 107th St. | **Bonded: Y, Contract Days: 90, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Jose E. Alvarez – 786.236.5325**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 | **Contract Amount: $488,657.00**
Project Status: Completed October 2018
Installation of approximately 3,000 LF of 12" and 8" WM with 25 new services and six new fire hydrants. Approximately 1,300 SY of 1" milling and resurfacing.

RPQ T2376 – Richmond Heights | **Bonded: Y, Contract Days: 120, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Marcel Osorio – 305.812.6082**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 | **Contract Amount: $432,441.00**
Project Status: Completed August 2018
Installation of approximately 2,450 LF of 10" FM. Approximately 4,000 SY of 1" milling and resurfacing.

RPQ T2327 – Florida City | **Bonded: Y, Contract Days: 230, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416 | **Contact: Marcelino Torres – 305.746.1068**
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 | **Contract Amount: $689,119.00**
Project Status: Completed August 2018
Installation of 360 LF of 8" FM, 1360 LF of 10" FM and 680' of 12" FM. Approximately 2000 LF of milling and overlay including work done on FDOT right-of-way.

RPQ T2367 – SW 112th Street | **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Alexis Valdes – 786.299.9008**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 | **Contract Amount: $821,422.00**
Project Status: Completed June 2018
Installation of 5060 LF of 8" WM with (9) fire hydrants, (12) connections to existing water mains and (74) 1" water services with boxes. 1" Milling and resurfacing of approximately 16,580 SY.

Entertainment District Park – Doral NW 82nd Avenue | **Prime: Downrite Engineering Corp.**
Burke Construction Group | **Contact: Joey LaBue – 305.345.4002**
Project Status: Completed January 2018 | **Contract Amount: $53,569.00**
Installation of approximately 300 LF of 4", 6", 8" DIP FM with a 4" and 6" check valve and (2) 8" plug valves at the intersection of NW 25th Street and NW 82nd Avenue. Installation of 24x8 tapping sleeve and valve.

RPQ T2288 – Miami Gardens, NW 159th Street | **Bonded: Y, Contract Days: 180, On Time: Y**
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146 | **Contact: Marcelino Torrez – 305.746.1068**
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133 | **Contract Amount: $315,331.00**
Project Status: Completed January 2018
Installation of approximately 1400 LF of 16" DIP FM connecting to a 30" and a 12" FM. Installation of (2) ARVs and (1) 12" plug valve. Complete 1" milling and resurfacing of approximately 1500 SY.

Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416
Project Status: Completed 2007
Installation of new water main.

Contact: Nelson Cespedes – 305.607.0799
Contract Amount: $630,000.00

Village of Key Biscayne
Key Biscayne, FL
Project Status: Completed 2006
Upgrade of water and sewer mains.

Prime: Metro Equipment Service, Inc.
Contact: Jorge Godoy – 305.740.3303
Contract Amount: $1,100,000.00

City of Miramar Water Main Upgrades
Miramar, FL
Project Status: Completed 2005
Installation of 33,000 LF of water main with services. Complete asphalt, concrete and sod restoration.

Prime: Metro Equipment Service, Inc.
Contact: Whittingham Gordon – 954.605.9414
Contract Amount: $2,500,000.00

S-769 – WASD Dig & Replace
Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416
Project Status: Completed 2004
Two-year county wide dig and replace term contract.

Prime: Metro Equipment Service, Inc.
Contact: Jorge Godoy – 305.740.3303
Contract Amount: $910,000.00

Key Colony Sewer Upgrades
Florida Keys Aqueduct Authority – 1100 Kennedy Dr., Key West, FL 33040
Project Status: Completed 2004
Installation of new vacuum sewer system.

Prime: ADB Utility
Contact: Jason Lynd – 314.280.6003
Contract Amount: $1,700,000.00

MISCELLANEOUS CIVIL PROJECTS

EC234194 – Emergency Haulover – ADA Parking Lot
Miami Dade Parks, Recreation and Open Spaces Department
10800 Collins Avenue – Miami Beach, FL
Project Status: Completion July 2021
Remove existing curbing/retaining wall to connect to service road, Re-grade/slope asphalt to match and transition for new entrance, Mill and overlay existing asphalt in ADA Parking lot and service road approximately 1,200 SY, all new striping including 8 new handicap stalls, install 6 removable bollards, install new type D curbs.

Bonded: N, Contract Days – 365, On Time: Y
Contact: David Leyva – 305.596.4460
Contract Amount – 188,163.00

C233133 Haulover Skate Park and Pump Track Sodding
Miami Dade Parks, Recreation and Open Spaces Department
10800 Collins Avenue – Miami Beach, FL
Project Status: Completed March 2021
Install new proposed curbing approx. 12" above existing grade. Create new 4" concrete entrances 5'-7'. Furnish and install 8 new DuMor 88 Series PL benches.

Bonded: N, Contract Days –XXX On Time: Y
Contact: David Leyva – 305.596.4460
Contract Amount – 149,625.00

T2638 – One Year WASD Pavement Restoration Project B 2020 Year
Miami Dade Water & Sewer– 3071 SW 38 Ave, Miami, FL 33416
Project Status: Completed August 2021
Asphaltic patching repairs: performing asphaltic concrete repairs including milling and resurfacing; saw cutting; removal of existing asphalt; disposal of debris; reworking base; compaction; leveling to match existing pavement; marking restoration of permanent thermoplastic pavement striping; restoration of reflective pavement markers; maintenance of traffic; traffic control; adjusting manhole and valve boxes.

Bonded: Y, Contract Days-365, On Time: Y
Contact: Mayra Espinosa – 786.268.5044
Contract Amount: $1,534,095.00

C2020WWEP – West Perrine Park – Asphalt and Concrete Repair
Miami Dade Parks, Recreation and Open Spaces Department
Project Status: Completed October 2020
Complete renovations and repairs of approximately 5,800 SF of asphalt parking lot and 4500 SF of concrete walkways throughout the entire park. Root pruning and root barrier as a repair/remediation measure.

Bonded: N, Contract Days-14, On Time: Y
Contact: David Leyva – 305.596.4460
Contract Amount: $62,093.00

C2020CGGRY – Greynolds Park Golf Course | **Bonded: N, Contract Days-14, On Time: Y**
Miami Dade Parks, Recreation and Open Spaces Department | **Contact: David Leyva – 305.596.4460**
Project Status: Completed September 2020 | **Contract Amount: $166,412.00**
Construction/installation of approximately 10,100 LF x 8'0" wide x 3" thick recycled concrete aggregate golf cart paths. Cut out, excavate and remove from the property approximately 1,138 lineal feet x 8'0" wide x 3" thick turf/sod. Approximately 8,947 lineal feet x 6'0" wide existing asphalt/blacktop.

20180268 – ADA Sidewalk Improvements – Multiple Sites | **Bonded: Y, Contract Days: 450, On Time: Y**
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 | **Contact: George Coppolecchia – 305.608.9702**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 | **Contract Amount: $453,200.00**
Project Status: Completed September 2020
Removal and installation of approx. 53,000 SF of concrete sidewalk; Removal and installation of approx. 2,000 LF of concrete curb and gutter.

Zoo Miami – Asian Elephant Moat Excavation
Miami Dade Parks & Open Spaces | **Contact: Enrique Gaston – 786.719.5476**
Project Status: Completed February 2018 | **Contract Amount: $34,400.00**
Excavating, grading and compacting new moat for Asian Elephant exhibit at Zoo Miami to expand area.

Hurricane Irma Disaster Relief | **Prime: RPF Emergency Services, LLC.**
City of Miami | **Contact: Jean Lisenba – 251.406.0936**
Project Status: Completed November 2017 | **Contract Amount: $304,679.00**
Remove haul and dispose debris throughout the City of Miami caused by Hurricane Irma.

Eastern Shores HDD / Hurricane Irma Tree Clearing
Miami Dade Parks & Open Spaces | **Contact: Alvaro Castro – 305.375.2796**
Project Status: Completed September 2017 | **Contract Amount: $20,950.00**
Installation of 2" piping via HDD method at the Eastern Shores Clubhouse. Cutting and removing displaced trees along the roadways in Homestead, FL due to Hurricane Irma.

Stor-All Public Storage | **Prime: Wolverine Engineering**
3460 SW 8th Street - Miami, FL | **Contact: Everett Bieber – 954.931.9653**
Project Status: Completed June 2017 | **Contract Amount: $120,067.25**
Installation of 8" tap to run new 8" DIP water main to building with water meter boxes. Cut existing 10" clay pipe to connect new sewer lateral to building and installation of new terminal sewer manhole. Installation of solid drainage pipe to newly installed catch basins with new frames and grates. Removal and replacement of approximately 400 LF of type F curb and 6,300 SF of concrete sidewalks and decorative colonnade.

Tamiami Shopping Center – Dacar Management | **Prime: Candas Construction**
12000 SW 8th Street – Miami, FL | **Contact: Rafael Gutierrez – 305.799.3030**
Project Status: Completed June 2016 | **Contract Amount: $132,675.00**
Installation of approximately 150 LF of 6" PVC Sewer and approximately 120 LF of rainwater leader tying into an existing catch basin. Furnish and installation of a new catch basin box with new ½ HP sump pump and 2" discharge piping. New type D curbing along with asphalt repairs and new striping configuration. New landscaping upgrades including sod and mulch restoration, installation of (6) large trees and over (250) small trees and shrubs.

Gulliver Academy – New Olympic Pool Facility, Miami, FL
12000 SW 8th Street – Miami, FL | **Contact: Jamie Prosper – 786.281.0111**
Project Status: Completed 2009 | **Contract Amount: $1,000,000**
Installation of sewer system, drainage system, Excavation for Olympic size pool. Build playing field.

Project Experience while at V Engineering and Consulting, Corp.

T2186 –Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Carlos Lopez – 786.746.1068**
Project Status: Completed 2016 — **Contract Amount: $810,000.00**
Replacement of 8" ACP force main.

T2127 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Carlos Baro – 786.268.5179**
Project Status: Completed 2016 — **Contract Amount: $979,999.00**
Replacement of 3800 LF of 12" water main.

T2123 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 — **Contract Amount: $860,000.00**
Installation of 24" ductile iron force main.

T2090 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Raul Caballero – 786.268.2166**
Project Status: Completed 2016 — **Contract Amount: $1,190,500.00**
Installation of 6" ductile iron force main from PS 746 to SW 156th Street.

T2050 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Warren Howard – 954.300.6479**
Project Status: Completed 2016 — **Contract Amount: $1,510,956.00**
One-year county wide dig and replace term contract.

T2209 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2017 — **Contract Amount: $4,750,000.00**
Installation of approximately 1300 LF of 36" WM and approximately 1600 LF 48" DIP WM in the vicinity of All Aboard Florida Passenger Station, including a micro-tunnel under the train tracks with approximately 280 LF of 72" casing pipe.

T2000 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 — **Contract Amount: $900,499.00**
Installation of 5600 LF of 8" water main.

T1982 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2016 — **Contract Amount: $810,999.00**
Installation of 8" ductile iron water main.

Stormwater Improvements Phase I
City of Coral Gables – 405 Biltmore Way., Coral Gables, FL 33134 — **Contact: Alex Regalado – 786.234.2471**
Project Status: Completed 2016 — **Contract Amount: $809,555.00**
Upgrades to storm water system in Cocoplum.

T1934 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2015 — **Contract Amount: $1,519,997.00**
Installation of approximately 2,100 LF 16" ductile iron force main.

T1913 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Frank Cortazar – 305.978.0824**
Project Status: Completed 2015 — **Contract Amount: $3,233,455.00**
One-year county wide dig and replace term contract.

T1912 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed 2015 — **Contract Amount: $1,519,997.00**
Replacement of 6", 8" and 12" ACP force main.

T1883 – Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 — **Contact: Jorge Olivero – 786.282.5020**
Project Status: Completed 2015 — **Contract Amount: $1,800,000.00**
Replacement of piping 24" – 48" at Virginia Key Water Treatment Plant.

IKEA Sewer Repair
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Jorge Olivero – 786.282.5020**
Project Status: Completed 2014 **Contract Amount: $215,000.00**
Emergency deep 8" DIP gravity sewer repair for IKEA

Project Experience while at Metro Equipment Service, Inc.

SR 674 Force Main S County Water Treatment Plant
Hillsborough County – 601 E. Kennedy Blvd., Tampa, FL 33602 **Contact: Mark Dillman – 813.334.3187**
Project Status: Completed 2014 **Contract Amount: $6,183,138.00**
Installation of 10,200 LF of 36" DIP Force Main, 2,200 LF of 6" Fusible PVC via HDD, 420 LF 48" Steel casing Micro Tunnel under I-75 and 260 LF 48" Steel casing Micro Tunnel under SR 674. The project also included approximately 17,000 SY of Roadway reconstruction.

Duck Key Utility Improvement Phase 7
Florida Keys Aqueduct Authority – 1100 Kennedy Dr., Key West, FL 33040 **Contact: Joe Ivey – 305.745.3991**
Project Status: Completed 2014 **Contract Amount: $2,726,000.00**
Installation of 3,310 of 8" Gravity Sewer with 11 Manholes, and 40 Sewer Laterals. One Duplex Lift Station, 6,680 LF of 2" through 4" PVC Force Main, 2760' LF of 4" through 8" Water Main with 5 Fire Hydrants, and 33 Water Services. Installation of 29 Simplex Grinder Low Pressure Stations, 1 Duplex Grinder Sewer station, and 29 LPM Lateral Kit Assemblies

Duck Key Utility Improvement Phase 4, 5, 6
Florida Keys Aqueduct Authority – 1100 Kennedy Dr., Key West, FL 33040 **Contact: Joe Ivey – 305.745.3991**
Project Status: Completed 2013 **Contract Amount: $4,961,000.00**
Installation of 11,300 LF of 8" gravity sewer with 53 manholes and 151 sewer laterals. Two duplex lift stations, one triplex lift station, 4,800 LF of 2" – 4" PVC force main, 9,650 LF of 4" and 6" reclaimed water main with 135 services, 12,500 LF of 4" – 8" water main with 14 fire hydrants and 118 water services. One aerial bridge crossing with three different utilities installed with stainless steel pipe.

Big Pine Key Water Main Upgrades
Florida Keys Aqueduct Authority – 1100 Kennedy Dr., Key West, FL 33040 **Contact: Joe Ivey – 305.745.3991**
Project Status: Completed 2013 **Contract Amount: $2,634,600.00**
Installation of 31,420 LF of 4" – 8" PVC water main. Two aerial bridge crossings and 712 new water services.

City of Hollywood, Water Main Upgrade
City of Hollywood – 2600 Hollywood Blvd. Hollywood, FL 33020 **Contact: Clece Aurelus – 954.921.3995**
Project Status: Completed 2012 **Contract Amount: $916,689.50**
Installation of 3000 LF of 24" and 36" water main. Approximately 400 LF of 30" HDPE via HDD under FDOT ROW Including a 30" x 24" Tap.

S-835 Miami Dade Water and Sewer – 3071 SW 38 Ave., Miami, FL 33416 **Contact: Pedro Vigil – 305.205.5152**
Project Status: Completed 2011 **Contract Amount: $1,712,527**
Installation of 1360 LF of 24" DIP, 1085 LF of 16" DIP and 1,000 LF of 12" DIP gravity sewer piping including 11 new manholes and 108 service laterals.

City of Marathon
Florida Keys Aqueduct Authority – 1100 Kennedy Dr., Key West, FL 33040 **Contact: Joe Ivey – 305.745.3991**
Project Status: Completed 2011 **Contract Amount: $2,507,000.00**
Installation of distribution water main. 14,700 LF of 12" C-900 PVC, 2,410 LF of 12" DIP, 1,310 LF of 8" C-900 PVC, 920 LF of 6" C-900 PVC, with 57 new water services.

Wastewater System Expansion
Town of Davie – 6591 Orange Drive, Davie, FL 33314 **Contact: J.R. Richards – 954.745.7232**
Project Status: Completed 2010 **Contract Amount: $1,387,192.00**
Installation of yard piping and offset piping to wells, 10" – 26" HDPE, PVC and DIP.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.Certs@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pabon Engineering, Inc. 13028 SW 128th Street Miami FL 33186	INSURER A: FCCI Insurance Company	10178
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2472410094 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL10007177703	07/21/2024	07/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10007177403	07/21/2024	07/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			UMB10007177603	07/21/2024	07/21/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCO10007177503	07/21/2024	07/21/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractors Equipment			45470363	07/21/2024	07/21/2025	Equipment Rented or Leased from Others	$255,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXX 00000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	Pabon Engineering, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Company D: Installation Floater-Policy#: CM10009025801 Policy period: 7/21/2024-7/21/2025 - Policy Limit: $1,000,000 Deductible: $2,500

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PABON, ANIBAL

PABON ENGINEERING INC
13028 SW 128 STREET
MIAMI FL 33186

LICENSE NUMBER: CUC1223949

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

888



CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E1800135

PABON ENGINEERING INC

D.B.A.:

PABON ANIBAL

is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2025

QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights hereof.

www.miamidade.gov/economy

001571

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

5351978

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI FL 33186–5880

RECEIPT NO.
RENEWAL
5589560

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
PABON ENGINEERING INC
C/O ANIBAL PABON

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
CUC1223948

PAYMENT RECEIVED BY TAX COLLECTOR
382.50 10/04/2024
PTBTC–25–002280

Worker(s) 5

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 non-governmental 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

004040

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5351978

BUSINESS NAME/LOCATION
PABON ENGINEERING INC
13028 SW 128TH ST
MIAMI FL 33186-5880

RECEIPT NO.
RENEWAL
7538102

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 8 & 10

OWNER
PABON ENGINEERING INC
C/O ANIBAL PABON

SEC. TYPE OF BUSINESS
156 SPECIALTY ENGINEERING CONTRACT

PAYMENT RECEIVED BY TAX COLLECTOR
582.50 10/04/2024
BTBTC-25-002280

Worker(s) 1

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 non-governmental 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

E-Verify
Employment Eligibility Verification

Tutorial Home Exit Tutorial Log Out

E-Verify Program Administrator Tutorial for Employers 30 of 30

Knowledge Test Results

Congratulations!

Milagro Pabon (MPAB1277), your score is 96.43%

Milagro Pabon, you successfully completed this tutorial and passed the E-Verify Knowledge Test on June 07, 2021.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

PABON ENGINEERING, INC

Equipment List

ID	Equipment	Make/Model
EX 01	Excavator – 50,416 lbs.	2006 CAT 321CLCR
EX 02	Excavator – 72,800 lbs.	2002 John Deere 330
EX 03	Excavator – 11,375 lbs.	2010 Komatsu PC55MR-3
EX 04	Excavator – 3,902 lbs.	2016 Takeuchi TB216
EX 05	Excavator – 36,200 lbs.	2006 CAT 315CL
EX 06	Excavator – 12,450 lbs.	2014 Takeuchi TB153 FR
EX 07	Excavator – 97,530 lbs.	John Deere 992
EX 08	Excavator – 30,440 lbs.	2008 Hitachi 135
EX 09	Excavator – 10,760 lbs.	2005 Takeuchi 145B
S 01	Skidsteer – 8,012 lbs. (V)	2014 CAT 262D
S 02	Skidsteer – 8,012 lbs.	2014 CAT 262D
S 03	Skidsteer – 8,012 lbs. (J)	2017 CAT 262D
LD 01	Loader – 23,105 lbs.	2003 Komatsu WA250-3MC
LD 02	Loader – 26,750 lbs.	1998 CAT IT28G
LD 03	Loader – 33,587 lbs.	2007 John Deere 624J
M 01	Milling Machine – 40,000 lbs.	2006 Wirtgen W1200F
P 01	Paving Machine – 15,800 lbs.	2011 Leeboy 8500B
R 01	Roller – 5,390 lbs.	2013 Hamm HD12VV
R 02	Roller – 5,725 lbs.	Ingersoll Rand DD24
R 03	Roller – 27,260 lbs.	2003 Ingersoll Rand DD118
	Plate Compactor – 700 lbs. (B)	2011 Wacker BPU4045A
	Plate Compactor – 700 lbs.	2018 Wacker BPU4045A
	Plate Compactor – 700 lbs. JC	2018 Wacker BPU4045A
	Plate Compactor (Red)	
	Plate Compactor (small)	Wacker VP1550AW
M 02	Milling Attachment	CAT PC306B 24"
M 03	Milling Attachment	CAT PC305B 18"
T 01	Tack Wagon	2020 Marathon TPS250T
	Push broom	
BR 03	Sweepster PB 72"	Paladin 22072MH-0022
BR 05	Sweepster PB 72"	2014 Paladin 22084MH-0022
BR 01	Boxbroom 60"	Bobcat
BR 04	Boxbroom 72"	*Unknown*
	Grader Attachment	
	Hand Saw	
	Hand Saw	
	Hand Saw	

	Asphalt Trailer	
	Equipment Trailer	2017 Load Trail EQ83
	Screener	
	Walk Behind Saw	
W 01	Water Trailer	2011 Wylie & Sons
LT 01	Light Tower	2012 Terex RL4
LT 02	Light Tower	2011 Terex RL4000
		Trailer

Pumps, Other Plate Compactors

Work Vehicles

Driver	Make/Model
Balsinde, A.	2017 Chevrolet Silverado 1500
Martinez, P.	2006 Ford F-450 Utility Truck
Martinez, J.	2017 Toyota Tundra
Pabon, A.	2019 Ford Raptor
Felipe, J.	2001 Isuzu NPR
Lucero, D.	2014 Mitsubishi Fuso
Boan, A.	2001 Mack RB600 Dump Truck
-yard	2000 Ford F-650
-yard	1997 Freightliner Ambulance



Detail by Entity Name

Florida Profit Corporation
PABON ENGINEERING, INC.

Filing Information

Document Number	P01000122055
FEI/EIN Number	01-0569389
Date Filed	12/26/2001
State	FL
Status	ACTIVE
Last Event	REVOCATION OF VOLUNTARY DISSOLUT
Event Date Filed	03/17/2014
Event Effective Date	NONE

Principal Address

13028 SW 128 ST.
MIAMI, FL 33186

Changed: 10/17/2018

Mailing Address

13028 SW 128 ST.
MIAMI, FL 33186

Changed: 10/17/2018

Registered Agent Name & Address

PABON, ANIBAL, PRES.
11405 SW 252 Terr
Homestead, FL 33032

Name Changed: 04/22/2010

Address Changed: 03/21/2023

Officer/Director Detail

Name & Address

Title PD

Pabon, Anibal PRES.
11405 SW 252 Terr
Homestead, FL 33032

Title STD

Pabon, Milagro
13028 SW 128 ST
Miami, FL 33186

Annual Reports

Report Year	Filed Date
2023	03/21/2023
2024	02/26/2024
2025	03/06/2025

Document Images

03/06/2025 -- ANNUAL REPORT	View image in PDF format
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03/21/2023 -- ANNUAL REPORT	View image in PDF format
03/07/2022 -- ANNUAL REPORT	View image in PDF format
04/09/2021 -- ANNUAL REPORT	View image in PDF format
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04/02/2019 -- ANNUAL REPORT	View image in PDF format
04/04/2018 -- ANNUAL REPORT	View image in PDF format
03/16/2017 -- ANNUAL REPORT	View image in PDF format
03/09/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- Revocation of Dissolution	View image in PDF format
03/04/2014 -- VOLUNTARY DISSOLUTION	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format

04/23/2012 -- ANNUAL REPORT	View image in PDF format
03/30/2012 -- Amendment	View image in PDF format
08/15/2011 -- Amendment	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
08/03/2009 -- ADDRESS CHANGE	View image in PDF format
02/02/2009 -- ANNUAL REPORT	View image in PDF format
04/15/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
02/27/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
04/06/2006 -- ANNUAL REPORT	View image in PDF format
04/27/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
04/21/2003 -- ANNUAL REPORT	View image in PDF format
03/06/2002 -- ANNUAL REPORT	View image in PDF format
12/26/2001 -- Domestic Profit	View image in PDF format

Alejandro J. Balsinde

General Contractor, Chief Financial Officer, Project Manager, Estimator

EDUCATION & LICENSES

University of Maine, 2009
Orono, ME - Bachelor in Business Finance

Christopher Columbus High School, 2005
Miami, FL - High School Diploma

Certified General Contractor, State of Florida
CGC1519987

PROJECT EXPERIENCE (Pabon Engineering, Inc.)

Pump Station C Upgrades
City of Coral Gables — **Contact: Jose Saucedo – 305.733.0206**
Project Status: Completed February 2020 — **Contract Amount: $150,000.00**
Replacement of influent piping to station. All new piping and fittings in wet well and valve vault. Stripping of existing coating and reapplication of new PPC Coating for wet well and valve vault.

20" Line Replacement
City of Coral Gables — **Contact: Jose Saucedo – 305.733.0206**
Project Status: Completed January 2020 — **Contract Amount: $99,998.00**
Removal of cracked 20" CI pipe on Alhambra Circle & Ponce de Leon Blvd and replaced with approximately 90 LF 20" PVC pipe with 20" plug valve. Complete site and road restoration.

20190096 – Drainage Improvements Multiple Sites — **Bonded: Y, Contract Days: 365, On Time: TBD**
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — **Contact: Juan Gonzalez – 305.608.9702**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — **Contract Amount: $816,000.00**
Project Status: *In Progress (Est. Completion Sep 2020)*

20180268 – ADA Sidewalk Improvements – Multiple Sites — **Bonded: Y, Contract Days: 450, On Time: TBD**
Miami Dade Public Works – 111 NW 1 Street, Miami, FL 33128 — **Contact: George Coppolecchia – 305.608.9702**
Engineer: DTPW – 111 NW 1 Street, Miami, FL 33128 — **Contract Amount: $570,000.00**
Project Status: *In Progress (Est. Completion Dec. 2020)*
Removal and installation of approx. 53,000 SF of concrete sidewalk; Removal and installation of approx. 2,000 LF of concrete curb and gutter.

RPQ T2603 – South Miami Heights Water Treatment Plant — **Bonded: Y, Contract Days: TBA, On Time: TBD**
Miami Dade Water & Sewer — **Contact: Paul Castell – 786.552.4413**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — **Contract Amount: $1,364,777.25**
Project Status: *In Progress (Est. Completion Feb. 2021)*
Replacement of existing parking lot and adding a storm water management system. Construction and installation of the new drainage system including 18 catch basins, 300 LF of 24-inch HDPE solid pipe, 450 LF of 18-inch RCP, and 200 LF of exfiltration trenches.

RPQ T2605 – PS No. 1201 — **Bonded: Y, Contract Days: TBA, On Time: TBD**
Miami Dade Water & Sewer — **Contact: David Brown (PSIP) – 786.444.6508**
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146 — **Contract Amount: $1,258,000.00**
Project Status: *To Start Sep. 2020*
Providing uninterrupted by-pass pumping capabilities as specified during all construction times and until the new pump station is completely operational. Modifying and rehabilitating the existing wet well and dry well, furnishing and installing new dry pit pumps and related equipment: all pipes, valves, fittings and appurtenances the new pump station including emergency pump out piping connection, furnishing and installing plug valves, air release valve, emergency discharge connection, and megalug adapter for connection to the existing 8-inch FM.

RPQ T2552 – Eureka FM, SW 180th St & 107th Ave.
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Completed April 2020
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Jose E. Alvarez – 786.236.5325
Contract Amount: $492,000.00

Furnishing and installing approx. 1,880 LF of 8-inch ductile iron pipe and fittings for a sewage FM; 2 plug valves: plugging and abandoning existing FM; operating and maintaining a sewer by-pass. Temporary and permanent replacement of any pavement, driveways, sidewalk, curb and gutter, sod, landscaping and pavement markings.

RPQ T2503 – Homestead FM, SW 288th St. & 157th Ave.
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Project Status: Completed January 2020
Bonded: Y, Contract Days: 300, On Time: Y
Contact: Marcelino Torres – 305.746.1068
Contract Amount: $430,000.00

Furnish and install approximately 2,135 LF of 6" DIP force main. Milling and overlay of approximately 5,000 SY.

RPQ T2381 – Perrine
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: Avino and Associates – 1350 SW 57 Ave, Miami, FL 33144
Project Status: *In Progress (Est. Completion Oct. 2020)*
Bonded: Y, Contract Days: 150, On Time: TBD
Contact: Alexis Valdes – 786.299.9008
Contract Amount: $576,245.71

Furnish and install approx. 2,385 LF of 8-inch ductile iron pipe and fittings; 53 LF of 6-inch ductile iron pipe and fittings; making interconnections to existing water mains; six resilient seat gate valves; four fire hydrant assemblies with guard posts; twenty nine water services; making four tapping connections including installing tapping sleeves and valves; making two connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings.

RPQ T2447 – Miami Springs WM
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134
Project Status: Completed March 2020
Bonded: Y, Contract Days: 365, On Time: Y
Contact: Pearle Khadar – 305.323.3900
Contract Amount: $2,897,482.00

Complete utility infrastructure upgrades on the potable water system at two separate locations within the Miami-Dade County Water and Sewer service area. Furnishing and installing approx. 7,300 LF of 12-inch zinc-coated ductile iron pipe and fittings; 35 LF of 10-inch zinc-coated ductile iron pipe and fittings; 365 LF of 8-inch zinc-coated ductile iron pipe, fittings and valves; 745 LF of 6-inch zinc-coated ductile iron pipe, fittings, and valves; 370 LF of 4-inch zinc-coated ductile iron pipe, fittings and valves; twenty six resilient seated 12-inch gate valves; three resilient 10-inch gate valves; seventeen fire hydrant assemblies with guard posts; thirty five water services; making three tapping connections including installing tapping sleeves and valves; making nineteen connections to existing water mains; furnishing and constructing air release valve assemblies; polyethylene encasement for ductile iron pipe and fittings; approx. Installation of approx. 300 LF of 14" HDPE via Horizontal Directional Drilling.

RPQ T2455 – PS No. 1026
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: CES – 14361 Commerce Way, Miami Lakes, FL 33146
Project Status: Completed July 2019
Bonded: Y, Contract Days: 180, On Time: TBD
Contact: Nikolai Gage (PSIP) – 954.554.7149
Contract Amount: $895,000.00

Rehabilitation of PS No. 1026 at 15861 SW 304th Street. Installation of new wet well including new pumps, piping, valve vault and complete electrical upgrades to 480V.

RPQ T2466 – Moody Drive, Homestead FM
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Project Status: Completed December 2019
Bonded: Y, Contract Days: 490, On Time: TBD
Contact: Marcelino Torres (CD) – 305.746.1068
Contract Amount: $2,396,703.00

Installation of approximately 11,000 LF of 12" and 16" FM. Approximately 25,000 SY of 1" milling and resurfacing. Installation of approximately 250 LF 12" HDPE via Horizontal Directional Drilling.

RPQ T2448 – PS No. 0827
Miami Dade Water & Sewer – 3071 SW 38 Ave., Miami, FL 33146
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Project Status: Completed October 2019
Bonded: Y, Contract Days: 300, On Time: TBD
Contact: Marcelino Torres (CD) – 305.746.1068
Contract Amount: $457,000.00

Rehabilitation of PS No. 0827 in Kendall, FL. Including new pumps, piping, valve vault and complete electrical upgrades to 480V.

RPQ T2358 – Miami Gardens, NW 207th Street
Miami Dade Water & Sewer – – 3071 SW 38 Ave., Miami, FL 33146
Engineer: CPH, Inc. – 1992 SW 1 Street, Miami, FL 33135
Bonded: Y, Contract Days: 180, On Time: TBD
Contact: Marcelino Torres (CD) – 305.746.1068
Contract Amount: $457,101.00

Project Status: Completed April 2019
Installation of approximately 1,420 LF of 12" DIP FM and 440 LF of 6" - 8" DIP FM. Approximately 2,425 SY of 1" milling and resurfacing.

RPQ T2431 – Killian, SW 88th Ave and 107th St.
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Bonded: Y, Contract Days: 90, On Time: Y
Contact: Jose E. Alvarez – 786.236.S325
Contract Amount: $639,338.18
Project Status: Completed October 2018
Installation of approximately 3,000 LF of 12" and 8" WM with 25 new services and six new fire hydrants. Approximately 1,300 SY of 1" milling and resurfacing.

RPQ T2376 – Richmond Heights
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Bonded: Y, Contract Days: 120, On Time: Y
Contact: Marcel Osorio – 305.812.6082
Contract Amount: $544,006.00
Project Status: Completed August 2018
Installation of approximately 2,450 LF of 10" FM. Approximately 4,000 SY of 1" milling and resurfacing.

RPQ T2325 – Doral
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416
Engineer: Stantec – 901 Ponce de Leon Blvd, Coral Gables, FL 33134
Bonded: Y, Contract Days: 150, On Time: Y
Contact: Kevin Keane (PSIP) – 786.236.3503
Contract Amount: $1,333,450.00
Project Status: Completed August 2018
Upgrade of Pump Station No. 0124 at 9350 NW 12th Street.

RPQ T2327 – Florida City
Miami Dade Water & Sewer – 3071 SW 38 Ave, Miami, FL 33416
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Bonded: Y, Contract Days: 230, On Time: Y
Contact: Marcelino Torres (CD) – 305.746.1068
Contract Amount: $694,725.00
Project Status: Completed August 2018
Installation of 360 LF of 8" FM, 1360 LF of 10" FM and 680' of 12" FM. Approximately 2000 LF of milling and overlay including work done on FDOT right-of-way.

RPQ T2367 – SW 112th Street
Miami Dade Water & Sewer
Engineer: WASD – 3575 S LeJeune Rd, Miami, FL 33146
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Alexis Valdes – 786.299.9008
Contract Amount: $1,068,000.00
Project Status: Completed June 2018
Installation of 5060 LF of 8" WM with (9) fire hydrants, (12) connections to existing water mains and (74) 1" water services with boxes. 1" Milling and resurfacing of approximately 16580 SY.

RPQ T2288 – Miami Gardens, NW 159th Street
Miami Dade Water & Sewer
Engineer: HDR, Inc. – 2937 SW 27 Ave, Miami, FL 33133
Bonded: Y, Contract Days: 180, On Time: Y
Contact: Marcelino Torrez – 305.746.1068
Contract Amount: $334,516.16
Project Status: Completed January 2018
Installation of approximately 1400 LF of 16" DIP FM connecting to a 30" and a 12" FM. Installation of (2) ARVs and (1) 12" plug valve. Complete 1" milling and resurfacing of approximately 1500 SY.

Stor-All Public Storage
3460 SW 8th Street - Miami, FL
Project Status: Completed June 2017
Prime: Wolverine Engineering
Contact: Everett Bieber – 954.931.9653
Contract Amount: $120,067.00
Installation of 8" tap to run new 8" DIP water main to building with water meter boxes. Cut existing 10" clay pipe to connect new sewer lateral to building and installation of new terminal sewer manhole. Installation of solid drainage pipe to newly installed catch basins with new frames and grates. Removal and replacement of approximately 400 LF of type F curb and 6,300 SF of concrete sidewalks and decorative colonnade.

PROJECT EXPERIENCE (Metro Equipment Service, Inc.)

P0186 – New Gravity Sanitary Sewer to Pump Station No. 200
Miami Dade Water & Sewer — **Contact: Alexis Valdes – 786.299.9008**
Project Status: Completed January 2017 — **Contract Amount: $3,104,785.29**

Installation of approximately 1,200 of 42" DIP sanitary gravity sewer and approximately 300 LF of 16" – 36" DIP sanitary gravity sewer and DIP force main all averaging about 15' in depth. Installation of (9) transition sanitary sewer manholes coated with uroflex. Installation of (2) 24" tapping sleeves, one 30" X 24" TEE and (3) valves to divert existing force mains to new gravity line. Installation of (7) new drainage structures with 15" – 18" HDPE drainage piping. Installation of new aluminum light post and complete road rebuilding on W 76th Street. Asphalt restoration on entire roadway with new striping and over 8,000 SF of newly installed concrete sidewalks.

Sanitary Sewer Pump Station D-37 Replacement
City of Fort Lauderdale, FL — **Contact: Herbert Stanley – 954.632.4793**
Project Status: Completed July 2016 — **Contract Amount: $2,825,653.32**

Complete rehabilitation of sewage pump house located at 301 Lido Drive including hurricane rated windows and doors, repainting of interior, exterior and flat roof, landscaping and other miscellaneous work. Complete removal, demolition and cleaning of existing station. Complete soil and water remediation of existing contaminated area by removal and by using granular activated carbon filtered equipment to properly discharge clean water back into the ground. Installation of new 28' deep 12' interior width wet well with agru liner walls using the caisson method and pouring a concrete tremie plug. Installation of new valve vault, new terminal manhole and new flow meter vault. Installation of 60 LF of 24" PVC piping to the new wet well with a 24" plug valve. Rehabilitation of existing manhole by sand blasting the walls and applying CPP liner to protect it from future corrosion. Installation of (3) 10" 85 HP pumps with 10" DIP piping and valves with a 12" magnetic flow meter to connect to an existing 12" FM. Complete new 480 volts, 3 phase electrical system including connection to FPL transformer, (3) new variable frequency drives, control panel, automatic transfer switch, main disconnect, FPL meter can, and other miscellaneous electrical upgrades. Installation of new acoustical louvers to hinder the sound of newly installed 250 kW generator. Installation of new HVAC system with (2) 2.5-ton air handler units with condensers and appropriate duct work to cool interior of pump house. Approximately 4,000 SF of 1" asphalt mill and overlay on the roadway with a new circular asphalt driveway on the property with appropriate pavement markings.

Mechanical Engineering Services for Lawrence & Riverview Storm Water Pump Stations
City of Miami, FL — **Contact: Pedro Alvarado – 305.416.1220**
Project Status: Completed June 2016 — **Contract Amount: $1,426,324.00**

Installation of new 30", 20,000 GPM axial pump at Lawrence Storm Water Pump Station with a new 200 HP motor; new electrical system to power pump and stand by generator. Installation of (2) new 36", 35,000 GPM axial pumps at the Riverview Storm Water Pump Station with (2) new 400 HP motors; new electrical system to power pumps, existing trash screen and stand by generator.

Simpson Road 30" Water Main
Tohopekaliga Water Authority — **Contact: Lan Zhou – 407.944.5027**
Project Status: Completed March 2016 — **Contract Amount: $2,643,129.64**

Installation of approximately 5,300 LF of 30" DIP water main including (7) 30" gate valves, and 320 LF of 8" - 20" DIP water main with valves and fittings. Fusing and installation of 1100 LF of 36" FPVC with a 30" FPVC carrier via Horizontal Directional Drilling under Florida's Turnpike on Simpson Road including tying in at both sides to a 30" WM. Removal and replacement of concrete sidewalks and asphalt restoration on road crossings with pavement markings.

Lift Station Conversion Upgrade Program A-9
City of Hollywood, FL — **Contact: Feng Jiang – 954.921.3930**
Project Status: Completed May 2015 — **Contract Amount: $632,070.13**

Installation of sheet piled cofferdam for installation of new 8' inside diameter wet well; new duplex pump station with (2) 20 HP motors. Demolish existing dry well and convert old wet well into a terminal manhole. Installation of new valve vault with pipes, valves and appurtenances. New complete electrical system with SCADA.

Southeast Storm Water Drainage Project - Phase 1
City of Dania Beach, FL — **Contact: Ronnie Navarro - 954.924.3740**
Project Status: Completed October 2015 — **Contract Amount: $1,259,000.00**

Refurbish the existing Meadowbrook drainage pump station to include replacement of the existing pump/intake/motor assembly with new 60 HP 24" Angled Line Shaft Pump. Other station improvements include upgrading the interior mounted controls and associated electric system inside the building, and provide a new pump house building roof and doors. Pump station improvements include the replacement of 250 LF of 30" DIP and slip lining of 900 LF of 30" HDPE drainage FM with new tide flex

valve. Other project improvements include removal and replacement of approximately 550 LF of 24"- 48" RCP including two storm culverts on SE 3rd Avenue to the Meadowbrook lake with new headwalls at the outfall into the lake.

Existing 12" Force Main Place Out of Service
North Bay Village, FL — **Contact: Rodney Carrero - 305.756.7171**
Project Status: Completed May 2014 — **Contact Amount: $240,000.00**
Installed new pigging stations inside new concrete vaults for approximately 12,000 LF sewer FM run from North Bay Village to the City of Miami Beach. Cleaned and pigged existing FM. Additionally, subaqueous pipe repairs were required to repair a broken section of pipe. Disturbed area was fully restored at the completion of the project.

Parkview Island Right of Way Improvements
City of Miami Beach, FL — **Contact: Humberto Cabanas - 305.673.7071**
Project Status: Completed May 2014 — **Contract Amount: $1,308,133.15**
Installation of approximately 2,750 LF of 8" DIP WM with services to over 120 new meters with automatic reading technology and meter boxes. WM has (6) new fire hydrants and (16) new 8" gate valves. 4" Directional Drill to connect existing services to new proposed service location. Full island concrete restoration, sod restoration to existing park including planting four new trees to restore butterfly garden and 2" milling and overlay of approximately 75,000 SF with full lane striping. Additionally, new parking spaces striped within the right of way.

Improvement to Force Main Crossing - Intracoastal Waterway
City of Deerfield Beach, FL — **Contact: Hiep Huynh - 954.480.4402**
Project Status: Completed November 2013 — **Contract Amount: $402,197.03**
Installation of approximately 550 LF of 14" HDPE via Horizontal Directional Drill. Installation of 120 LF of 12" DIP sewer FM and tied in the line at both sides with new plug valves.

NW 77th Way Waterline Replacement - Phase 4
City of Pembroke Pines, FL — **Contact: Ricardo Roses - 954.435.6511**
Project Status: Completed October 2013 — **Contract Amount: $753,540.15**
Installation of approximately 6,300 8" PVC WM with services, new meters and meter boxes. Also installed 8 new fire hydrants, 100 LF of 10" WM and 40 LF of 16" WM. Full lane 1" milling and overlay of approximately 150,000 SF with road striping.

Record updated.

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2448
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354
Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $529,990.20

Site Project Name: CD5.18(4) Upgrade of Pump Station 827 (100%)

Site Location: 9220 SW 103 Avenue, Miami, FL 33176

Evaluator ID: HURENAN Date: 5/20/2020 Period: Completion of construction

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	◉	○	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	○	◉	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

Record updated.

Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2605
Contractor: PABON ENGINEERING INC
Department Contact: Rolando M Roque 305 663 7218

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $1,100,000.00

Site Project Name: Upgrade of Sewage Pump Station No. 1201

Site Location: 5301 NW 109th Avenue

Evaluator ID: RoqueR Date: 5/12/2021 Period: Project conclusion or closeout

	Rating * 4	3	2	1	N/A	Criteria
1-	○	◉	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	○	◉	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	◉	○	○	○	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	○	◉	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	◉	○	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	○	◉	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	○	◉	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.4

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Bryan Moreno at phone# (305)721-5210

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Rolando M Roque Reviewer Signature: Rolando Roque

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Anibal Pabon

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

5/12/2021 - Project conclusion or closeout

Save/Update | EMail Rolando M Roque | EMail Rolando M Roque | Print | Delete

Exit

Date Last Edited : 04/29/2010 -16:35:06

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2325
Contractor: PABON ENGINEERING INC
Department Contact: Rolando M Roque 305 663 7218
Site Project Name: Upgrade of PS 124
Site Location: 9350 NW 12th St

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $1,123,000.00

Evaluator ID: RoqueR Date: 3/20/2019 Period: Completion of construction

Rating *						
	4	3	2	1	N/A	Criteria
1-		✓				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✓				Cost effectiveness & efficiency - Budget compliance & value of work.
3-		✓				Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-			✓			Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-		✓				Completeness - Compliance with contract documents, permits, Codes & standards.
8-		✓				Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-		✓				Personnel - Quality and dedication of project staff.
11-		✓				Management - Leadership ability.
12-		✓				Quality - Work performed correctly the first time.

Overall Performance Average: 3.1

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Luis Lopez-Blazquez at Phone# 305 446-7450

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Rolando M Roque Reviewer Signature: Rolando Roque

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Anibal Pabon

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2367
Contractor: PABON ENGINEERING INC
Department Contact: Alexis Valdex 786-552-8147
Site Project Name:
Site Location:

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $821,461.00

Evaluator ID: AJVALD Date: 8/3/2018 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-					✓	Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-		✓				Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Alexis Valdes at Phone# 786 299 9008

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Alexis Valdex Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☑
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Anibal Pabon

Record updated.

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2466
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $2,107,702.00

Site Project Name: CD 4.9(48-53, 63) Installation of 16, 12, 8 inch DIP Force Mains (75%)

Site Location: From SW 142 Ave and SW 288 St to SW 123 Ct and SW 258 ST

Evaluator ID: HURENAN Date: 11/26/2019 Period: Interim

	Rating *					
	4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	○	◉	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	○	◉	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	◉	○	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: Daniel Edwards

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

Record updated.

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2503
Contractor: PABON ENGINEERING INC
Department Contact: Miguel Hernandez 786-552-8803

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $380,129.91

Site Project Name: CD4.9(65) Replacement of 6-in ACP FM from PS 1005 to 1006 and MH 165 (final)

Site Location: SW 289 Terr, SW 154 CT, SW 288 ST

Evaluator ID: HURENAN Date: 8/4/2020 Period: Completion of construction

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	○	◉	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Parks, Recreation and Open Spaces

Contractor Evaluation

MCC Contract: PR Z201909
Contractor: PABON ENGINEERING INC
Department Contact: Chad Douglas (305) 251-0400
Site Project Name: Florida Field Concrete
Site Location: Zoo Miami

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $55,000.00

Evaluator ID: ChadD Date: 9/18/2019 Period: Project conclusion or closeout

Rating *						
	4	3	2	1	N/A	Criteria
1-		✓				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-		✓				Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✓				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-		✓				Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✓				Commitment - Intangibles & contribution to project success.
10-		✓				Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-		✓				Quality - Work performed correctly the first time.

Overall Performance Average: 3.3

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Chad Douglas at Phone# 305-343-9265

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Chad Douglas Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☒ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Alejandro Balsinde

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2431
Contractor: PABON ENGINEERING INC
Department Contact: Jose E. Alvarez 786-552-4365
Site Project Name: Installation of 8-Inch D.I. W.M.
Site Location: SW 88 Ave.from SW 110 St. to SW 107 St.and in SW 110 St. from SW 88 Ave. to SW 87 Ave.

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $495,697.50

Evaluator ID: JOALVA Date: 11/29/2018 Period: Completion of construction

Rating *						
	4	3	2	1	N/A	Criteria
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-					✓	Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Jose Eduardo Alvarez at Phone# 786-236-5325

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Miguel Pichardo Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Pabon Engineering

Record updated.

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2358
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $447,765.99

Site Project Name: CD 4.9(71) Installation of 6-in, 8-in, 12-in DI FM from PS 0444 to PS 0445

Site Location: NW 207 Street from NW 22 Ave to 17 Avenue

Evaluator ID: HURENAN Date: 4/14/2020 Period: Completion of construction

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	◉	○	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	◉	○	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	◉	○	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	○	◉	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature: [signature]

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2327
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $605,952.00

Site Project Name: CD 4.9 (23) Installation of 8 Inch 10 Inch and 12 Inch Force Main from PS 1022 -751
Site Location: SW 348 St and SW 189 Ave

Evaluator ID: HURENAN Date: 5/16/2018 Period: Interim

	Rating * 4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	○	◉	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	○	◉	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	○	◉	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	○	◉	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	◉	○	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.6

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: pabonengineering@outlook.com

Evaluation Refreshers: Do's and Don'ts Process and Procedures Q & A's Help

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Water and Sewer

Contractor Evaluation

MCC Contract: WS T2288
Contractor: PABON ENGINEERING INC
Department Contact: Daniel Edwards 786-552-8354

Evaluation Type: Standard Evaluation
FEIN: 10569389
Award Amount: $296,032.00

Site Project Name: CD 4.10(3) Installation of 16 Inch DI FM Connection existing 12-in and 30-in DI FM

Site Location: NW 159 ST and NW 57 Ave

Evaluator ID: HURENAN Date: 7/17/2018 Period: Completion of construction

	Rating *					
	4	3	2	1	N/A	Criteria
1-	◉	○	○	○	○	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	◉	○	○	○	○	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	○	○	○	○	◉	Vision - Design - Concepts or adherence to criteria.
4-	◉	○	○	○	○	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	◉	○	○	○	○	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	○	◉	○	○	○	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	○	◉	○	○	○	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	◉	○	○	○	○	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	◉	○	○	○	○	Commitment - Intangibles & contribution to project success.
10-	○	◉	○	○	○	Personnel - Quality and dedication of project staff.
11-	◉	○	○	○	○	Management - Leadership ability.
12-	◉	○	○	○	○	Quality - Work performed correctly the first time.

Overall Performance Average: 3.7

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Daniel J. Edwards at phone# 786-552-8354

Evaluation Reviewed by: Supervisor ☐ Division Chief ☑ Assistant Director ☐ Director ☐

Reviewer Name: Daniel Edwards Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

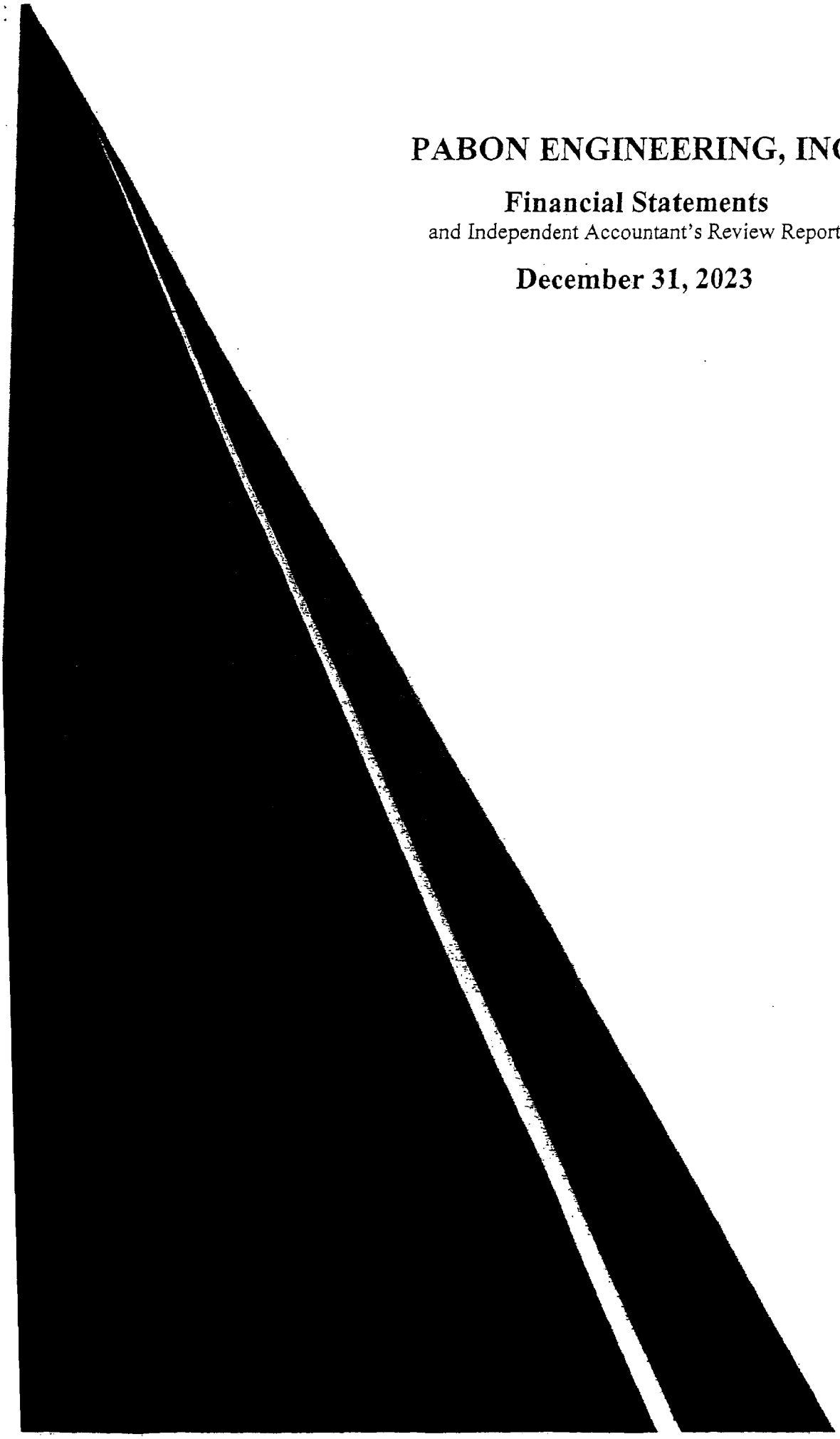
Evaluation delivered to: pabonengineering@outlook.com

PABON ENGINEERING, INC.

Financial Statements

and Independent Accountant's Review Report

December 31, 2023



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C.P.A.

PABON ENGINEERING, INC.
BALANCE SHEET
DECEMBER 31, 2023

ASSETS

CURRENT ASSETS		
Cash and cash equivalents		$ 1,350,654
Contracts receivable		1,349,771
Contract assets		345,822
Total current assets		3,046,247
PROPERTY AND EQUIPMENT – NET		802,527
OPERATING LEASE RIGHT – OF – USE ASSETS		29,796
OTHER ASSETS		6,094
		$ 3,884,664

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
Current portion of long – term debt		$ 10,550
Accounts payable – trade		283,339
Current portion of operating lease liabilities		25,714
Contract liabilities		1,314,963
Total current liabilities		1,634,566
LONG – TERM LIABILITIES		
Long – term operating lease liabilities		4,082
Long – term debt		1,100
		5,182
STOCKHOLDER'S EQUITY		
Common stock – 1,000 shares of $ 1 par value authorized, 1,000 issued and outstanding	$ 1,000	
Additional paid in capital	258,924	
Retained earnings	1,984,992	2,244,916
		$ 3,884,664

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

PABON ENGINEERING, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

Cash flows from operating activities:		
Net Income		$ 1,011,087
Adjustments to reconcile net income to cash provided by (used in) operating activities:		
Depreciation	$ 196,609	
Gain on sale of property and equipment	(1,919)	
Amortization	552	
Changes in assets decrease (increase):		
Contracts receivable	(521,657)	
Contract assets	(33,360)	
Changes in liabilities increase (decrease):		
Accounts payable – trade	101,019	
Contract liabilities	746,752	487,996
Net cash flows provided by operating activities		1,499,083
Cash flows provided by (used in) investing activities:		
Proceeds from sale of property and equipment	81,933	
Purchase of property and equipment	(433,789)	(351,856)
Cash flows provided by (used in) financing activities:		
Dividend distributions	(980,547)	
Repayment of long – term debt	(186,084)	(1,166,631)
Net decrease in cash and cash equivalents		(19,404)
Cash and cash equivalents at the beginning of the year		1,370,058
Cash and cash equivalents at the end of the year		$ 1,350,654
Supplementary disclosure of cash flow information		
Cash paid for interest		$ 9,239

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

PABON ENGINEERING, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2023

Contract revenues earned	$ 6,862,060
Cost of revenues earned	5,008,493
Gross profit	1,853,567
General and administrative expenses	846,180
Income from operations	1,007,387
Other income and (expense)	
Interest income	11,020
Interest expense	(9,239)
Gain on sale of property and equipment	1,919
	3,700
Net Income	1,011,087
Retained earnings at the beginning of the year	1,954,452
Dividend distributions	(980,547)
Retained earnings at the end of the year	$ 1,984,992

Read Accountant's Review Report
The accompanying notes are an integral part of these statements

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 65,000.00	$ 65,000.00
2	Maintenance of Traffic	1	LS	$ 25,000.00	$ 25,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 5,500.00	$ 5,500.00
4	Site Restoration	1	LS	$ 42,000.00	$ 42,000.00
				Subtotal:	$ 137,500.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 6.00	$ 21,720.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 13.00	$ 72,020.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 10.00	$ 1,800.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 100.00	$ 17,500.00
9	Driveway Paver Restoration	105	SY	$ 85.00	$ 8,925.00
10	Signing and Pavement Marking	1	LS	$ 12,000.00	$ 12,000.00
				Subtotal:	$ 133,965.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 5,800.00	$ 156,600.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,000.00	$ 20,000.00
13	Core Drill Existing Structure	16	EA	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 1,500.00	$ 7,500.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 225.00	$ 320,400.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 180.00	$ 171,000.00
17	Pollution Retardant Baffle	17	EA	$ 700.00	$ 11,900.00
18	Permit Fee	1	EA	$ 2,500.00	$ 2,500.00
			GRAND TOTAL		$ 977,365.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid Item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

PIMENTEL CONSTRUCTION GROUP LLC LIMITED LIABILITY COMPANY SEAL Est. 2019 FLORIDA

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 06/13/2025

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Striping, Thermo, Signs	MTX Highway Solutions Corp	2505 Fairways Dr Homestead, FL 33035	Damian Lopez 786-290-9533

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

Miami

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Curb and Gutter removal and Installation, Sidewalk, ADA Ramp removal and installation Type 3 Catch Basin installation, HDPE pipe installation, Full Road reconstruction, Milling and Resurfacing

Length of Contract: 65 Days
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

We are pleased with Pimentel Construction work during our project. Their team expertise and attention to detail ensured quality work, and their commitment to staying on schedule and within budget is commendable.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Lidia Duardo

Signature: Duardo, Lidia Title: Construction Manager

Telephone: 305-416-1020 Email: lduardo@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage and earthwork construction, Sidewalks and curb and gutters, ADA Ramps, Milling and Resurfacing, Speed tables and Speed Humps installations.

Length of Contract: Various projects

Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ____ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

We are happy to recommend Pimentel Construction for any construction work, they are realible and always prompt and professional in their approach to handling any construction task. Their scope of work is always completed properly on time and on budget. Their staff is very detail oriented, organized and clean.

Name of Public Entity/Company:
H & J Asphalt, Inc

Name of Individual completing this form: Humberto Lorenzo

Signature: _____ Title: President / H & J Asphalt, Inc

Telephone: 305-634-3342 Email: hjasphalt@gmail.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Removal of Curbs, Intallation of Curbs, Sidewalks replacements, Drainage improvements, HDPE Pipe Installation, Speed Humps and Speed Table installations, Road Resconstruction, Milling, Resurfacing and Striping

Length of Contract: 180 Days

Would you enter into a contract with the Company in the future? X Yes ___No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Pimentel Construction engaged their services on Project B30909 with the City of Miami, and we were satisfied with their professionalism, attention to detail and commitment to delivering results. Their team demonstrated understanding and knowledge of construction methodologies ensuring that our project was executed with precision and efficiency. I have no hesitation to recommend Pimentel Construction for any construction project, confident that their knowledge and dedication will contribute to the success of any endeavor they undertake.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Pedro Alvarado

Signature: Alvarado, Pedro Digitally signed by Alvarado, Pedro Date: 2023.11.15 09:31:10 -05'00' Title: Project Manager

Telephone: 305-416-1255 Email: Palvarado@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 06/13/2025

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Jonathan J. Pimentel being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Owner the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 06/13/2025

Continued Next Page

ACKNOWLEDGMENT

sdf type text here

State of Florida

County of Miami-Dade

On this June 13 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

NOTARY PUBLIC, STATE OF FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Jonathan J. Pimentel

For Pimentel Construction Group, LLC

Whose business address is: 4490 SW 154th Avenue, Miami, FL 33185

And (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 06/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Jonathan J. Pimentel / President

(print individual's name and title)

for: Pimentel Construction Group, LLC

(print name of entity submitting sworn statement)

whose business address is: 4490 SW 154th Avenue, Miami, FL 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-1924774

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 06/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Segastume
My Commission HH 531046
Expires 6/7/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jonathan J. Pimentel being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

84-1924774

Federal Employer Identification Number (If none, Social Security Number)

Jonathan J. Pimentel

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

4490 SW 154th Avenue, Miami, FL 33185

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Jonathan J. Pimentel	4490 SW 154th Avenue, Miami, FL 33185	100.00 %
		%
		%

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): Jonathan J. Pimentel

Title: President

Company: Pimentel Construction Group, LLC

Date: 06/13/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Pimentel Construction Group, LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____ (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 06/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 06/13/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 13 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jonathan Pimentel and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on June 13, 2025 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Jonathan J. Pimentel

Title: President

Company Name: Pimentel Construction Group, LLC

Date: 06/13/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Jonathan j (the individual attesting below), being duly authorized byand on behalf of Jonathan J. Pimentel (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 13 day of June, 2025.

Signature of Affiant

Print or Type Name: Jonathan J. Pimentel

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this

the 13th day of June, 2025.

My Commission Expires: 6/7/28

Notary Public

NHCS – E-Verify 081815

Notary Public State of Florida
Veronica Sagastume
My Commission HH 531046
Expires 6/7/2028

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Jonathan J. Pimentel

Title: President

Signature: _____ Date: 06/13/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pimentel Construction Group, LLC ("**Company**")

Vendor FEIN: 84-1924774

Address: 4490 SW 154th Avenue, Miami, FL 33185

City: Miami State: Fl Zip: 33185

Phone number: 786 Email Address: info@thepimentelgroup.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Jonathan J. Pimentel

Title: President

Signature:

Date: 06/13/2025

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage and earthwork construction, Sidewalks and curb and gutters, ADA Ramps, Milling and Resurfacing, Speed tables and Speed Humps installations.

Length of Contract: Various projects
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

We are happy to recommend Pimentel Construction for any construction work, they are realible and always prompt and professional in their approach to handling any construction task. Their scope of work is always completed properly on time and on budget. Their staff is very detail oriented, organized and clean.

Name of Public Entity/Company:
H & J Asphalt, Inc

Name of Individual completing this form: Humberto Lorenzo

Signature: [signature] Title: President / H & J Asphalt, Inc

Telephone: 305-634-3342 Email: hjasphalt@gmail.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Removal of Curbs, Intallation of Curbs, Sidewalks replacements, Drainage improvements, HDPE Pipe Installation, Speed Humps and Speed Table installations, Road Resconstruction, Milling, Resurfacing and Striping

Length of Contract: 180 Days
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Pimentel Construction engaged their services on Project B30909 with the City of Miami, and we were satisfied with their professionalism, attention to detail and commitment to delivering results. Their team demonstrated understanding and knowledge of construction methodologies ensuring that our project was executed with precision and efficiency. I have no hesitation to recommend Pimentel Construction for any construction project, confident that their knowledge and dedication will contribute to the success of any endeavor they undertake.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Pedro Alvarado

Signature: Alvarado, Pedro Digitally signed by Alvarado, Pedro Title: Project Manager

Telephone: 305-416-1255 Email: Palvarado@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: SW 148th Street Complete Streets
Invitation to Bid No. 2024-11-002

Name of Company: Pimentel Construction Group, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Curb and Gutter removal and Installation, Sidewalk, ADA Ramp removal and installation Type 3 Catch Basin installation, HDPE pipe installation, Full Road reconstruction, Milling and Resurfacing

Length of Contract: 65 Days
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

We are pleased with Pimentel Construction work during our project. Their team expertise and attention to detail ensured quality work, and their commitment to staying on schedule and within budget is commendable.

Name of Public Entity/Company:
City of Miami - Public Works Department

Name of Individual completing this form: Lidia Duardo

Signature: Duardo, Lidia [illegible] Title: Construction Manager

Telephone: 305-416-1020 Email: lduardo@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

004933

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7291277

BUSINESS NAME/LOCATION
PIMENTEL CONSTRUCTION GROUP LLC
4490 SW 154TH AVE
MIAMI FL 33185-4548

RECEIPT NO.
RENEWAL
7580521

EXPIRES
SEPTEMBER 30, 2024
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
PIMENTEL CONSTRUCTION GROUP LLC
C/O JONATHAN J PIMENTEL

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1528272

PAYMENT RECEIVED BY TAX COLLECTOR
$75.00 08/15/2023
INT-23-426659

Worker(s) 1

2023

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PIMENTEL, JONATHAN JOSE

PIMENTEL CONSTRUCTION GROUP, LLC
4490 SW 154 AVE
MIAMI FL 33185

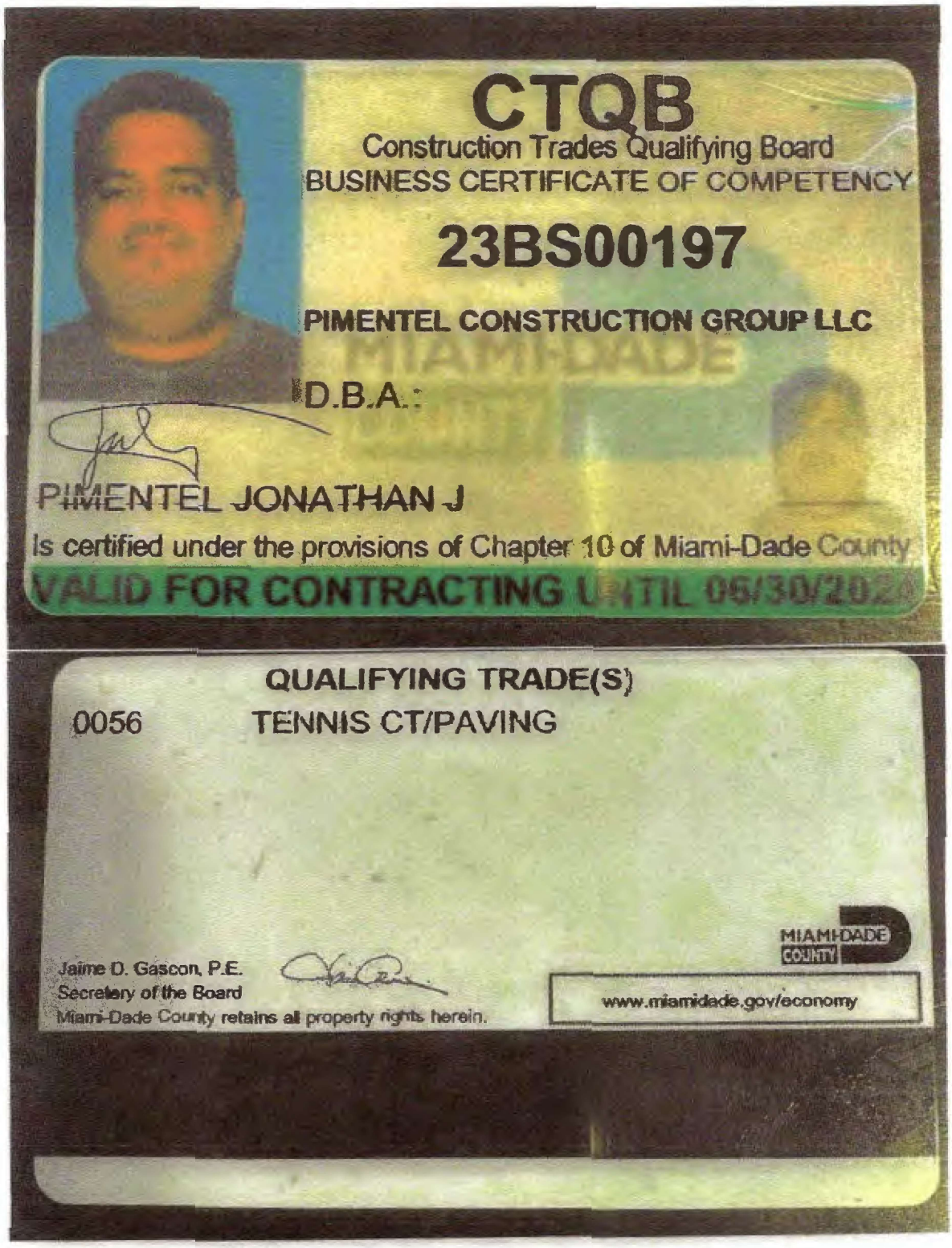
LICENSE NUMBER: CGC1528272

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

23BS00197

PIMENTEL CONSTRUCTION GROUP LLC

D.B.A.:

PIMENTEL JONATHAN J

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 06/30/2024

QUALIFYING TRADE(S)

0056 TENNIS CT/PAVING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST (Municipal Building)

ISSUED: Tuesday, May 27th, 2025

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 20,000.00	$ 20,000.00
2	Maintenance of Traffic	1	LS	$ 10,000.00	$ 10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 10,000.00	$ 10,000.00
4	Site Restoration	1	LS	$ 30,000.00	$ 30,000.00
				Subtotal:	$ 70,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 4.00	$ 14,480.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 30.00	$ 166,200.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 40.00	$ 7,200.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 100.00	$ 10,500.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 222,380.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,000.00	$ 189,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 600.00	$ 3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 320.00	$ 455,680.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 150.00	$ 142,500.00
17	Pollution Retardant Baffle	17	EA	$ 400.00	$ 6,800.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00
			GRAND TOTAL		**$ 1,130,360.00**

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Quality Paving Corp

Date Addendum Received 6/10/2025

Total Pages of Addendum including Acknowledgement 4

Print Name Richard Gonzalez

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

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 13
SECTION 4.0 SCOPES OF SERVICES	14 – 18
SECTION 5.0 BID SUBMISSION REQUIREMENTS	19
SECTION 6.0 EVALUATION AND SELECTION CRITERIA	20
SECTION 7.0 SCHEDULES OF EVENTS	21 - 22
SECTION 8.0 REQUIRED BID SUBMITTAL FORMS	23 - 43
SECTION 9.0 OTHER FORMS	44 - 58
SECTION 10.0 EXHIBITS	59 - 69
AGREEMENT	69
Exhibit "A": Sub-basin 12 Drainage Improvement Plans	70
Exhibit "B": Sub-basin 12 Permit/Approval Tracker	70
Exhibit "C": Sub-basin 12 Geotechnical Services Report	70

SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
Sub-basin 12 Paving and Drainage Improvements Project
No. 2025-11-013

The Village of Palmetto Bay is currently soliciting bids for paving and drainage improvements. The Village will **receive sealed bids no later than 11:15 a.m.** on or before **Monday, June 16th, 2025** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original, one (1) copy of the required information and documents, and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**Sub-basin 12 Paving and Drainage Improvements Project ITB# 2025-11-013**". **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 solicitation.

A mandatory pre-bid meeting is scheduled for **Tuesday, June 3rd, 2025, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, May 27th, 2025**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Sub-basin 12 Paving and Drainage Improvements Project (the "Project")

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

The Village will use state funding for this Project. In the event the Village's funding for this Project from the State is not appropriated or significantly reduced, the Village may terminate the Contract with written notice to the Company.

All bids must be on a Guaranteed Maximum Price (GMP) basis per the Bid Form.

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

Bidders are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither the Village nor the Engineer assumes any responsibility for errors or omissions resulting from the Bidder's review of the Bidding Documents. Bidders are to promptly notify the Village's Procurement Specialist, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or error in the ITB or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.02.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations; recognizing however, that a Bidder is not responsible for the design of the Project; (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and a Bidder waives all claims that they are not in compliance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize itself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions including but not limited to surface, sub-surface and underground facilities at or contiguous to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine for its Bid for performing and furnishing the

Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. The Village will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at its own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.02.3 On request, the Village will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.

3.02.4 The property upon which the Work is to be performed, includes rights-of-way for access thereto and other property designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.02.5 The submission of a Bid will constitute a binding representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the bidding documents.

Inquiries must be received by Tuesday, June 10th, 2025, no later than 3:00 p.m. The Addendum will be posted by Tuesday, June 10th, 2025, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the

Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance/Bonds

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar

days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved

in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (l0) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the

Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only

so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

3.30 Bid Guaranty

The bid must be accompanied by a bid guaranty in the form of a certified check payable to the Village of Palmetto Bay or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a bid guaranty is not required.

The Bid Guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.

3.31 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. All bonds must be issued by an agent of broker licensed in the State of Florida and authorized to do business under the laws of the State of Florida. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents ($50,000.00) a surety bond is not required.

a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.

b. A Labor Payment Bond

SECTION 4.0: Scope of Services

4.01 Scope of Work

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids; that a full examination of the location of the proposed Work has been made and agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work generally described as follows:

Construct a paving and drainage improvement project for the Village of Palmetto Bay (Invitation to Bid# 2025-11-013). The Project area is generally located south of SW 168th Street, north of SW 169th Terrace, east of SW 74th CT, and west of Old Cutler Road. Work will be completed along SW 74th Ct, SW 73rd CT, SW 169th Terrace, SW 168th Terrace, and SW 169th Street to Old Cutler Road. The Project shall include but not be limited to mobilization, maintenance of traffic, storm water pollution prevention, clearing and grubbing, pavement milling and resurfacing, concrete, swale regrading, sodding, pavement markings (temporary paint and thermoplastic), drainage structures and manholes, core drill existing structures, french drains/exfiltration trenches, solid or storm pipe, and pollution retardant baffles, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the Company. Construction of this Project will require close coordination with the Village's Engineer and Public Services Director.

It is proposed that the Project shall be constructed for the Total Guaranteed Maximum Price based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Guaranteed Maximum Price.

4.1:
BID FORM

The following Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 20,000.00	$ 20,000.00
2	Maintenance of Traffic	1	LS	$ 10,000.00	$ 10,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 10,000.00	$ 10,000.00
4	Site Restoration	1	LS	$ 30,000.00	$ 30,000.00
				Subtotal:	**$** 70,000.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 4.00	$ 14,480.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 30.00	$ 166,200.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 40.00	$ 7,200.00
8	Concrete sidewalk, driveway, and apron up to 6" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 100.00	$ 10,500.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	**$** 222,380.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,000.00	$ 189,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,000.00	$ 24,000.00
13	Core Drill Existing Structure	16	EA	$ 1,000.00	$ 16,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 600.00	$ 3,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 320.00	$ 455,680.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 150.00	$ 142,500.00
17	Pollution Retardant Baffle	17	EA	$ 400.00	$ 6,800.00
18	Permit Fee	1	EA	$ 1,000.00	$ 1,000.00
				GRAND TOTAL	$ **1,130,360.00**

Total Bid Amount..... $ **1,130,360.00**
Total Bid Amount (in words)
One Million One Hundred Thirty Thousand Three Hundred Sixty Dollars, Zero cents
Signature of Official
Name (typed) Richard Gonzalez
Title: President
Company: Quality Paving Corp
Date: 6/16/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	2,374.00	LF	0.01	23.74
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*:**

Introduction letter with contact information
Years in Business
Lead team Information
Bid Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
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:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, May 27th, 2025	Posted on the Miami's Community Newspaper and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, June 3rd, 2025	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, June 10th, 2025	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Tuesday, June 10th, 2025	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Monday, June 16th, 2025	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax
The bidder must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Completion of Contract

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: Quality Paving Corp

Date: 6/16/2025

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
None			

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

SEE ATTACHED

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: QUALITY PAVING CORP

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

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): Richard Gonzalez

Title: President

Company: Quality Paving Corp

Date: 6/16/2025

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Richard Gonzalez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Quality Paving Corp the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: Quality Paving Corp

Date: 6/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Florida

On this June, 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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 Richard Gonzalez

For Quality Paving Corp

Whose business address is: 7875 SW 40th ST, Suite # 229

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0853741

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): Richard Gonzalez

Title: President

Company Name: Quality Paving Corp

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Florida

On this June, 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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: Richard Gonzalez & President

(print individual's name and title)

for: Quality Paving Corp

(print name of entity submitting sworn statement)

whose business address is: 7875 SW 40th ST, Suite # 229, Miami, FL 33155

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0853741

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): Richard Gonzalez

Title: President

Company: Quality Paving Corp

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June, 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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, Richard Gonzalez being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

65-0853741

Federal Employer Identification Number (If none, Social Security Number)

Quality Paving Corp

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

7875 SW 40th ST, Suite # 229, Miami, Fl 33155

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
Quality Paving Corp	7875 SW 40th ST, Miami, FL 33155	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

None

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company: Quality Paving Corp

Date: 6/16/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June, 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Quality Paving Corp Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, 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 : None (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company Name: Quality Paving Corp

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June, 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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): Richard Gonzalez

Title: President

Company Name: Quality Paving Corp

Date: 6/16/2025

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June, 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Richard Gonzalez 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

Mariela Bormey

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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 June 16, 2025 at Florida, Miami-Dade
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Richard Gonzalez

Title: President

Company Name: Quality Paving Corp

Date: 6/16/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Richard Gonzalez (the individual attesting below), being duly authorized byand on behalf of Quality Paving Corp (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16 day of June, 2025.

Signature of Affiant

Print or Type Name: Richard Gonzalez

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this

the 16 day of June, 2025.

My Commission Expires: HH 679718

Mariela Bormey

Notary Public

Notary Public State of Florida
Mariela Bormey
My Commission HH 679718
Expires 6/4/2029

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: Richard Gonzalez

Title: President

Signature: _____ Date: 6/16/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Quality Paving Corp ("**Company**")

Vendor FEIN: 65-0853741

Address: 7875 SW 40th ST, Suite # 229

City: Miami State: Fl Zip: 33155

Phone number: (305) 261-2426 Email Address: qualitypavingcorp@hotmail.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Richard Gonzalez

Title: President

Signature:

Date: 6/16/2025

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
QUALITY PAVING CORP

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
7875 SW 40th ST, Suite # 229

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33155

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
6	5	-	0	8	5	3	7	4	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 6/16/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Quality Paving Corp. (hereinafter called the Principal), and Developers Surety and Indemnity Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of California is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Total Amount Bid Dollars ($5% of Total Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 Quality Paving Corp, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Developers Surety and Indemnity Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 12th day of June, and attested by its Power of Attorney, A.D., 2025.

ATTEST:

_____

_____

_____(Title)

Quality Paving Corp.

By: _____

(Principal)

ATTEST:

As Per Attached Power of Attorney

_____

Developers Surety and Indemnity Company

By: _____

(Surety) Attorney-in-Fact

David Satine

(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 FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

Richard Gonzalez

4945 Orduna Dr. Coral Gables 33146
305-525-1456
qualitypavingcorp@hotmail.com

PROFESSIONAL EXPERIENCE

Quality Paving Corp

President /Project Manager/General Superintendent 1998 - Present

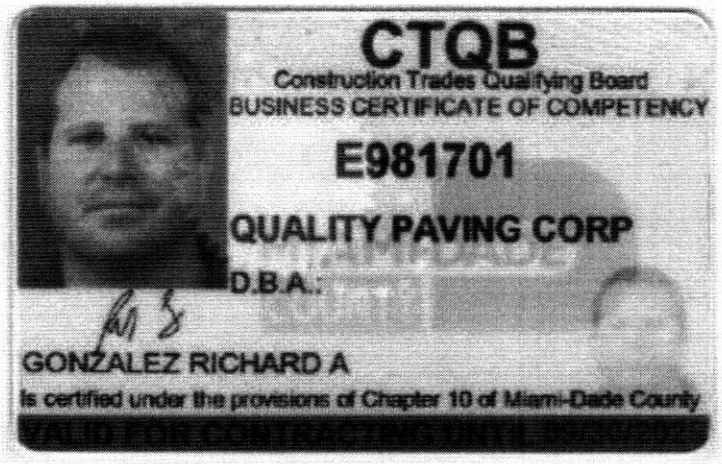
- Construction Management projects which included Drainage, Sidewalks, Roadway Widening, and Parking open space, for various government entities.
- Developed and implemented bidding procedures that resulted in 30% more contracts.
- Successfully bid/contracted more than $21M of work for the company.
- Constructed and managed numerous projects for the private sector including commercial parking lots, Sidewalks, etc.

Assistant Project Manager 1995-1998

- Managed construction of $ 200,000.
- Successfully sequenced work across major roadway, resulting in uninterrupted traffic flow and minimal Congestion.
- Initiated project procedures for contractors and staff, which reduced submittals and enhanced completion of project timeline.

SUMMARY OF QUALIFICATIONS

- Licensed engineer with nearly 26 years experience completing over million-dollar construction projects.
- Construction Management
- Florida Advanced Work Zone Traffic Control.
- Work Zone Safety Certification.
- Asphalt Paving Level II - QC
- Able to monitor, update and successfully meet construction schedules and finish at or under budget.
- Capable of sequencing work to maintain existing operations.
- Skilled in project budgeting and cost analysis with excellent background in estimating.
- Experienced in being and contracting construction work.
- ADA Installation Certification.



CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E981701

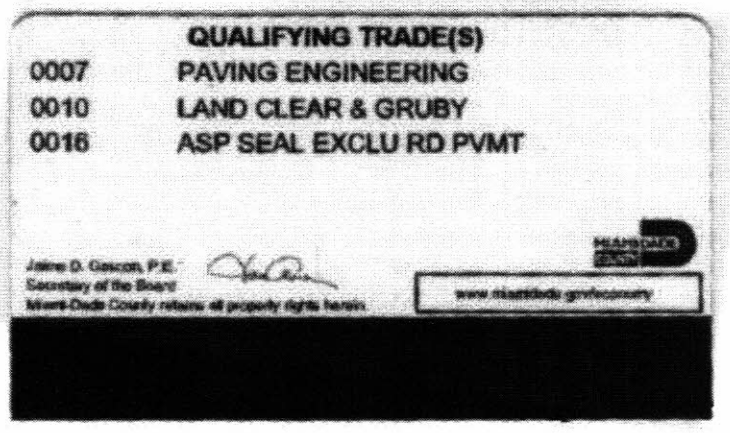
QUALITY PAVING CORP

D.B.A.:

GONZALEZ RICHARD A

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING WITH



QUALIFYING TRADE(S)

0007 PAVING ENGINEERING

0010 LAND CLEAR & GRUBY

0016 ASP SEAL EXCLU RD PVMT

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

www.miamidade.gov/economy

OSHA
Occupational Safety and Health Administration

20-006029329

This card acknowledges that the recipient has successfully completed:

10-hour Construction Safety and Health

This card issued to:

Richard Gonzalez

Aldo Miranda	4/1/2017
Trainer Name	Date of Issue

Ricardo Alonso

1265 W 30th St, Hialeah Fl, 33012
(305)-9061734
ralonso78@yahoo.com

PROFESSIONAL EXPERIENCE

Quality Paving Corp
General Foreman 2006 - Present

- Served as project supervisor on $11M drainage and paving projects.
- Handled all project schedules monitoring / updating.
- Sequenced work to complete projects on schedule.
- Expedited submittals and materials to complete project ahead of schedule.
- Supervise drainage crew, paving crew.
- Experience in operating equipment such as Excavator, Asphalt milling machine, Bobcat and Backhoe.

SUMMARY OF QUALIFICATIONS

- With nearly 19 years experience completing over-million-dollar construction projects.
- OSHA Certificate.
- Able to monitor, update and successfully meet construction schedules and finish at or under budget.
- Capable of sequencing work to maintain existing operations.

State of Florida
Department of State

I certify from the records of this office that QUALITY PAVING CORP. is a corporation organized under the laws of the State of Florida, filed on July 27, 1998.

The document number of this corporation is P98000065855.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 21, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2025



Secretary of State

Tracking Number: 6844850660CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

QUALITY PAVING CORP
7875 SW 40TH ST, SUITE 229, MIAMI, FL, 33155
Phone (305) 261-2426

Governmental References - Contracts

Pj. Number	DOLLAR AMOUNT OF WORK PERFORMED	Project Name	WHERE LOCATED CITY - COUNTY	NAME OF OFFICIAL TO REFER	Address of Official
20230123	$ 731,636.64	Drainage Improvements Multiple Sites	MIAMI DADE	Juan Gonzalez	DTPW MiamiDade
T6569	$ 423,463.54	Lejeune Road from N. of NW 79 ST to S of NW 103 ST	CITY HIALEAH (FDOT)	Abelardo Rodriguez	H&R Paving, Inc
24-2562	$ 231,713.34	Drainage Improvements Multiple Sites	CITY OF HIALEAH	Yamil Alquizar	Streets Department
ITB 22-23-3211-017	$ 328,791.60	French Drain Installation Project	CITY OF HIALEAH	Yamil Alquizar	Streets Department
M2021-037	$ 221,914.46	Paving Improvement - Portwide	MIAMI DADE	Kyle Kincaid	Port of Miami
T2771	$ 162,650.60	WASD Pavement Restoration Project(A) 2022 year	MIAMI DADE	Mayra Espinosa	Water & Sewer
20210002	$ 447,226.67	Drainage Improvements Multiple Sites	MIAMI DADE	Juan Gonzalez	DTPW MiamiDade
T4603	$ 731,222.40	SW 64th Ave from SW 35th St to Pembroke Road	BROWARD	Abelardo Rodriguez	H&R Paving, Inc
20190236	$ 610,880.79	Push Button Intersections Improvement-South	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20200215	$ 670,025.64	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20200080	$ 422,787.00	Drainage Improvements Multiple Sites	MIAMI DADE	Jose Gutierrez	DTPW MiamiDade
20200036	$ 851,496.88	Drainage Improvements Multiple Sites	MIAMI DADE	Jose Gutierrez	DTPW MiamiDade
20200125	$ 764,203.00	Drainage Improvements CRS North Phase I	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20190188	$ 366,327.68	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20180201	$ 373,738.25	Sidewalk Improvements Contract	MIAMI DADE	Mercedes Barreras	DTPW MiamiDade
20170319-R	$ 997,818.66	Drainage Improvements Multiple Sites	MIAMI DADE	Felipe Monteagudo	DTPW MiamiDade
20150169	$ 3,702,347.87	Roadway Improvements to SW 328th ST	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20140085	$ 1,114,646.00	Drainage Improvements Project - Multiple Sites	MIAMI DADE	Alfonso Duarte	DTPW MiamiDade
20140222	$ 750,042.00	Drainage Improvements Project - Multiple Sites	MIAMI DADE	Fred Diaz	DTPW MiamiDade
20150085	$ 575,548.00	Drainage Improvements Multiple Sites	MIAMI DADE	Fred Diaz	DTPW MiamiDade
20110191	$ 3,134,372.00	Improvement to SW 147 Ave from SW 26 St to SW 10 St	MIAMI DADE	Luis Franki	DTPW MiamiDade
HR -AVENTURA	$ 142,580.00	Drainage/Flexible Paving/Pavement Marking	AVENTURA - DADE	Abelardo Rodriguez	H&R Paving, Inc
T-6350 NW 57 AVE	$ 116,907.00	Flexible Paving/Pavement Marking	MIAMI DADE	Abelardo Rodriguez	H&R Paving, Inc
20130173	$ 1,042,447.89	Sidewalk/Flexible Paving/Pavement Marking	MIAMI DADE	Joaquin Montesino	DTPW MiamiDade
20130273	$ 714,166.67	Drainage/Flexible Paving/Pavement Marking	MIAMI DADE	Alberto Tellechea	DTPW MiamiDade
20130157	$ 936,641.79	Drainage/Flexible Paving/Sidewalk	MIAMI DADE	Mercedes Barreras	DTPW MiamiDade
Note:					
Port of Miami, Miami-Dade 1007 N.America Way, Suite 311, Miami, Fl 33132 Ph.305-347-4847 Email:Kyle.Kincaid@miamidade.gov		DTPW Dpt.Transport and Public Work Miami Dade 110 NW 1ST. Street Suite 1420. Miami,FL 33128 Ph. 305-375 4152 Email:juan.gonzalez2@miamidade.gov	Water and Sewer 3071 SW 38th Ave, DOUGLAS BUILDING, Miami, FL 33174 Ph. (786) 268-5044 Email: Mayra.Espinosa@miamidade.gov	City Of Hialeah Streets Department 900 E 56TH ST, BLDG #4.Hialeah, Fl 33013 Ph. (305) 687-2615 Email:Yalquizar@hialeah.gov	H&R Paving, Inc 1955 NW 110 AVE Miami, Fl 33172 Ph.(305) 525-1453 Email: abe@hrpaving.com

1006

UNDERGROUND ENGINEERING

14375 SW 120 ST, #104
Miami, FL 33186
(305) 386-6293
office@rgunderground.com

Sub Basin 12 Paving and Drainage Improvements Project
ITB #2025-11-013

BIDDER: RG UNDERGROUND ENGINEERING, INC
Contact: Ricardo Gonzalez
14375 SW 120 St Unit 104
Miami, FL 33186
305-386-6293 – 786-325-6912
office@rgunderground.com

Years in business: 16

Lead Team: Ricardo Gonzalez – Superintendent

Urbano Leon – Project Manager

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 122,990.00	$ 122,990.00
2	Maintenance of Traffic	1	LS	$ 43,500.00	$ 43,500.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 2,198.00	$ 2,198.00
4	Site Restoration	1	LS	$ 20,358.00	$ 20,358.00
				Subtotal:	$ 189,046.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 5.15	$ 18,643.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 11.25	$ 62,325.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 39.00	$ 7,020.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 80.00	$ 14,000.00
9	Driveway Paver Restoration	105	SY	$ 150.00	$ 15,750.00
10	Signing and Pavement Marking	1	LS	$ 10,680.00	$ 10,680.00
				Subtotal:	$ 128,418.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 7,446.00	$ 201,042.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 6,125.00	$ 24,500.00
13	Core Drill Existing Structure	16	EA	$ 1,064.00	$ 17,024.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 875.00	$ 4,375.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 308.50	$ 439,304.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 145.00	$ 137,750.00
17	Pollution Retardant Baffle	17	EA	$ 455.00	$ 7,735.00
18	Permit Fee	1	EA	$ 500.00	$ 500.00
			GRAND TOTAL		$ 1,149,694.00

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	trench box	LF	2400	$1.00	$2,400.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Ricardo Gonzalez

Title: President

Company: RG Underground Engineering, Inc

Date: 06/16/25

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Milling & Overlay	C & R Milling and Paving, Inc	1 N Krome Ave Homestead, FL 33030	305-686-2022 305-246-3022

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: RG Underground Engineering, Inc

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: SAGA BAY 1.5 SUB-BASIN WATER QUALITY IMPROVEMENT PROJECT DRAINAGE SYSTEM INSTALLATION, MILLING & RESURFACING, THERMOPLASTIC PAVEMENT MARKING AND SITE RESTORATION.

Length of Contract: 210 DAYS

Would you enter into a contract with the Company in the future? X Yes ___No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

VERY RESPONSIVE AND RESPONSIBLE CONTRACTOR

Name of Public Entity/Company:
Town of Cutler Bay

Name of Individual completing this form: ALFREDO QUINTERO

Signature: [signature] Title: PUBLIC WORKS DIRECTOR

Telephone: 305 234-4262 Email: AQUINTERO@CUTLERBAY-FL.GOV

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: RG Underground Engineering, Inc

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage System installation, milling & resurfacing, thermoplastic pavement marking and site restoration.
Project: Vista Verde Phase 3

Length of Contract: 360 days

Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:
N/A

Comments:

THE ENTIRE CITY PROJECT IN QUESTION (SCOPE OF WORK) WAS BUILT ON A SANDY SUBSOIL. THE CONTRACTOR SUCCESSFULLY INSTALLED ALL THE NECESSARY PIPES AND STRUCTURES.

Name of Public Entity/Company:
City of Miami Gardens

Name of Individual completing this form: Guillermo Hidalgo

Signature: [signature] Title: Traffic Coordinator

Telephone: 305-622-8000 ext 2649 Email: ghidalgo@miamigardens-fl.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

City of Miami Gardens
18605 N.W. 27th Avenue
Miami Gardens, FL 33056

Guillermo Hidalgo
Traffic Coordinator
Public Works Engineering Division

Tel: (305) 622-8000 ext.2649 www.miamigardens-fl.gov
Fax: (305) 622-8001 ghidalgo@miamigardens-fl.gov

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: RG Underground Engineering, Inc

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Drainage System installation, milling & resurfacing, thermoplastic pavement marking and site restoration.
Project: Royal Oaks Sixth Addition Drainage Imp. Project

Length of Contract: 230 days
Would you enter into a contract with the Company in the future? ✓ Yes ____No
Were the services provided acceptable and of quality standards: ✓ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
Town of Miami Lakes

Name of Individual completing this form: Anaily Padron

Signature: _____ Title: Capital Improvement Project Manager

Telephone: 305-364-6100 ext. 1133 Email: padrona@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): Ricardo Gonzalez

Title: President

Company: RG Underground Engineering, Inc

Date: 06/16/25

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Ricardo Gonzalez, Secretary being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
RG Underground Engineering, Inc the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

RG UNDERGROUND ENGINEERING, INC. CORPORATE SEAL 2009 FLORIDA

Signature of Official: _____

Name (typed): Ricardo Gonzalez

Title: President

Company: RG Underground Engineering, Inc

Date: 06/16/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Ricardo Gonzalez

For RG Underground Engineering, Inc

Whose business address is: 14375 SW 120 St Unit 104 Miami, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4747215

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): Ricardo Gonzalez

Title: President

Company Name: RG Underground Engineering, Inc

Date: 06/16/25

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Ricardo Gonzalez / President

(print individual's name and title)

for: RG Underground Engineering, Inc

(print name of entity submitting sworn statement)

whose business address is: 14375 SW 120 St Unit 104 Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4747215

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): Ricardo Gonzalez

Title: President

Company: RG Underground Engineering, Inc

Date: 06/16/25

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Ricardo Gonzalez being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

26-4747215

Federal Employer Identification Number (If none, Social Security Number)

RG Underground Engineering, Inc

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

14375 SW 120 St Unit 104 Miami, FL 33186

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Ricardo Gonzalez	1932 SW 142 Ct Miami, FL 33175	100%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

Signature of Official: _____

Name (typed): Ricardo Gonzalez

Title: President

Company: RG Underground Engineering, Inc

Date: 06/16/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We RG Underground Engineering, Inc Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Sub Basin 12 Paving and Drainage Improvements Project, ITB# 2025-11-013, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : C & R Milling and Paving, Inc
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Ricardo Gonzalez

Title: President

Company Name: RG Underground Engineering, Inc

Date: 06/16/25

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Ricardo Gonzalez

Title: President

Company Name: RG Underground Engineering, Inc

Date: 06/16/25

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 06/16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Ricardo Gonzalez 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

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

N/A

Executed on 06/16/25 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): Ricardo Gonzalez

Title: President

Company Name: RG Underground Engineering, Inc

Date: 06/16/25

E-VERIFY AFFIDAVIT

STATE OF FL

COUNTY OF DADE

I, Ricardo Gonzalez (the individual attesting below), being duly authorized byand on behalf of RG Underground Engineering, Inc (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16th day of June, 20 25.

Signature of Affiant

Print or Type Name: Ricardo Gonzalez

State of FL

County of DADE

Signed and sworn to (or affirmed) before me, this

the 16th day of June, 20 25.

My Commission Expires: 01/10/29

Notary Public

REBECA GONZALEZ
Notary Public - State of Florida
Commission # HH 600563
My Comm. Expires Jan 10, 2029
Bonded through National Notary Assn.

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Ricardo Gonzalez

Title: President

Signature: _____ Date: 06/16/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: RG Underground Engineering, Inc ("**Company**")

Vendor FEIN: 26-4747215

Address: 14375 SW 120 St Unit 104

City: Miami State: FL Zip: 33186

Phone number: 305-386-6293 Email Address: office@rgunderground.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Ricardo Gonzalez

Title: President

Signature:

Date: 06/16/25

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, RG Underground Engineering Inc. (hereinafter called the Principal), and FCCI Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of FL is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five percent of amount of bid 5% Dollars ($5% amount of bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 RG Underground Engineering, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President, Ricardo Gonzalez under its corporation seal, and the said FCCI Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Mayra Rodriguez, under its corporate seal, this 16th day of June, 2025, and attested by its Attorney-in-fact, A.D., 20 25.

ATTEST:

RG Underground Engineering, Inc.

President (Title)

By: Ricardo Gonzalez, President

(Principal)

ATTEST:

Maria Ii

Yamile Corral

FCCI Insurance COmpany

By:

(Surety) Attorney-in-Fact

Mayra Rodriguez

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Mayra Rodriguez; Fausto Alvarez, Jr., Claudio Rubiera, Norman L Morris

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 16th day of June, 2025

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1033

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor RG Underground Engineering, Inc

Date Addendum Received 06/10/25

Total Pages of Addendum including Acknowledgement 4

Print Name Ricardo Gonzalez

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
RG Underground Engineering, Inc

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
14375 SW 120 St Unit 104

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33186

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
2	6	-	4	7	4	7	2	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 06/16/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, RICARDO

RG UNDERGROUND ENGINEERING INC
14375 SW 120 ST
UNIT 104
MIAMI FL 33186

LICENSE NUMBER: CUC1224867

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a flash drive of your submittal no later than 11:15 a.m. EST June 16th, 2025.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*:**

Introduction letter with contact information
Years in Business
Lead team Information
Bid Form
5% Bid Bond
Section 8 (Required Bid Submittal Forms)
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.

June 9, 2025

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

ATTN: Construction Manager

REF: Introduction Letter

To Whom It May Concern,

SOP Consulting and Construction Services (SOP), founded in April of 2017, will provide the personnel, materials, equipment, and all available resources to successfully complete the project referenced above. The corporate officers are Alphonso Brown, CEO and David Presmanes, Vice President and in which Mr. Presmanes will be dedicated to this project. The following is a list of the resources SOP has available for this contract:

- Heavy Equipment
- Experienced Pipe Crews
- Materials Supplier Line of Credit
- Vehicles
- Bank Line of Credit
- Surety Bond Line
- Experienced Project Managers and Office Staff

Please contact me at the numbers below if you have any questions or concerns.

Regards,

Alphonso Brwon, CEO
8333 NW 53rd Street Ste 450, Doral, FL 33166
305.498.2587 mobile

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 109,540.00	$ 109,540.00
2	Maintenance of Traffic	1	LS	$ 150,000.00	$ 150,000.00
3	Storm Water Pollution Prevention Plan	1	LS	$ 20,000.00	$ 20,000.00
4	Site Restoration	1	LS	$ 128,073.00	$ 128,073.00
				Subtotal:	$ 407,613.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 10.00	$ 36,200.00
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 15.00	$ 83,100.00
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 3.00	$ 540.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 70.44	$ 12,327.00
9	Driveway Paver Restoration	105	SY	$ 45.00	$ 4,725.00
10	Signing and Pavement Marking	1	LS	$ 10,000.00	$ 10,000.00
				Subtotal:	$ 146,892.00
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 10,000.00	$ 270,000.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 7,500.00	$ 30,000.00
13	Core Drill Existing Structure	16	EA	$ 2,500.00	$ 40,000.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 5,000.00	$ 25,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 280.00	$ 398,720.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 80.00	$ 76,000.00
17	Pollution Retardant Baffle	17	EA	$ 1,500.00	$ 25,500.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
			GRAND TOTAL		$ 1,424,725.00

$ 1,424,725.00

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Total Bid Amount..... $ $1,424,725

Total Bid Amount (in words)

One Million, Four Hundred Twenty-Four Thousand, Seven Hundred Twenty-Five Dollars

Signature of Official

Name (typed) Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/12/25

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Trench Box	LS	1	10,000	10,000
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SOP Consulting LLC dba SOP Consulting and Construction Services (hereinafter called the Principal), and The Ohio Casualty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Massachusetts is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five percent (5%) of amount bid Dollars ($ 5% of bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 SOP Consulting LLC dba SOP Consulting and Construction Services, as "Principal" herein has caused these presents to be signed in its name, by its CEO under its corporation seal, and the said The Ohio Casualty Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact, under its corporate seal, this 16th day of June, and attested by its Secretary, A.D., 2025.

ATTEST:

David Presmanes III VP
(Title)

By: _____
(Principal)

ATTEST:

Julie Messbarger, Secretary

By: _____
(Surety) Attorney-in-Fact Robert L Cox II

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
Seal No. 7160

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210683-976319**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kacee McCrorey; Julie Messbarger; Kathryn E. Johnson; Luke Lambert; Robert L. Cox, II; Rodney S. Demaree

all of the city of Sedalia state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public
(Expiration of notary's commission does not invalidate this instrument)

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Milling and Paving	J&D Concrete Works	685 NW 21st St, Pompano Beach, FL 33060	561-480-1516

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: SOP Consulting

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Civil site development including drainage and utilities

Length of Contract: 4 months
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
Rousseau Contractors

Name of Individual completing this form: Luis Rousseau

Signature: _____ Title: President

Telephone: (786) 251-5693 Email: rousseaucontractors@yahoo.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: SOP Consulting

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Fullsite development, site utilities, water, sewer, asphalt paving and drainage

Length of Contract: Avg 6 to 9 months
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: ____XYes ____ 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:
HHH Contruction of Miami

Name of Individual completing this form: Mario Hernandez

Signature: _____ Title: President

Telephone: (786) 255-9057 Email: mh@hhhstructure.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: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: SOP Consulting

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Fullsite development, site utilities, water, sewer, asphalt paving and drainage

Length of Contract: 1.5 years
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: ___XYes ___ 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:
Zamora Corporation

Name of Individual completing this form: Ani Mayoral

Signature: _____ Title: Administrative Assistant

Telephone: (786) 445-2070 Email: am@zamorahomes.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

Alphonso Brown being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
SOP Consulting 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): Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown 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

YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

Yamilde Perez
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 Alphonso Brown

For SOP Consulting LLC DBA SOP Consulting and Construction Services

Whose business address is: 8333 NW 53rd St Ste 450, Doral FL 33166

And (if applicable) its Federal Employer Identification Number (FEIN) is: 82-1284243

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): Alphonso Brown

Title: CEO

Company Name: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown 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

Yamilde Perez

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Alphonso Brown, CEO

(print individual's name and title)

for: SOP Consulting LLC DBA SOP Consulting and Construction Services

(print name of entity submitting sworn statement)

whose business address is: 8333 NW 53rd St Ste 450, Doral FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-1284243

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): Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown 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

YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Alphonso Brown being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

82-1284243

Federal Employer Identification Number (If none, Social Security Number)

SOP Consulting LLC

Name of Entity, Individual, Partners or Corporation

SOP Consulting & Construction Services

Doing Business As (If same as above, leave blank)

8333 NW 53rd St Ste 450, Doral 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
Alphonso Brown	5705 NW 109th Ave Unit 48, Doral FL 33178	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Alphonso Brown

Title: CEO

Company: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown 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

Yamilde Perez

NOTARY PUBLIC, STATE OF FLORIDA

YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We SOP Consulting LLC DBA SOP Consulting and Construction Services Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay Sub-basin 12 Paving and Drainage Improvements, ITB# 2025-11-013, 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): Alphonso Brown

Title: CEO

Company Name: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

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): Alphonso Brown

Title: CEO

Company Name: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 9th day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Alphonso Brown 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

Yamilde Perez
NOTARY PUBLIC, STATE OF FLORIDA

YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Alphonso Brown

Title: CEO

Company Name: SOP Consulting LLC DBA SOP Consulting and Construction Services

Date: 6/9/25

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade

I, Alphonso Brown (the individual attesting below), being duly authorized byand on behalf of SOP Consulting LLC (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 9th day of June, 2025.

Signature of Affiant

Print or Type Name: Alphonso Brown

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this the 9th day of June, 20 25.

My Commission Expires: 06.25.2028

YAMILDE PEREZ
MY COMMISSION # HH 503171
EXPIRES: June 25, 2028

Yamilde Perez

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: Alphonso Brown

Title: CEO

Signature: _____ Date: 6/9/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: SOP Consulting LLC DBA SOP Consulting and Construction Services ("**Company**")

Vendor FEIN: 82-1284243

Address: 8333 NW 53rd St Ste 450

City: Doral State: FL Zip: 33166

Phone number: 305-498-2587 Email Address: abrown@someonepro.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Alphonso Brown

Title: CEO

Signature:

Date: 6/9/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

SOP Consulting LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8333 NW 53rd Ste 450

Requester's name and address (optional)

6 City, state, and ZIP code

Doral, 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

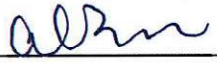
8	2	–	1	2	8	4	2	4	3

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 for Part II, later.

Sign Here | **Signature of U.S. person**  **Date** 2/3/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

ABencomo

Alessia Bencomo
Procurement Specialist

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor SOP Consulting LLC DBA SOP Consulting and Construction Services

Date Addendum Received June 10, 2025

Total Pages of Addendum including Acknowledgement 4

Print Name Alphonso Brown

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BROWN, ALPHONSO

SOP CONSULTING AND CONSTRUCTION SERVICES
8333 NW 53RD ST SUITE 450
DORAL FL 33166

LICENSE NUMBER: CGC1530138

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/01/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1070

V&G CONSTRUCTION SOLUTIONS, CORP

TITLE:

Sub-basin 12 Paving and Drainage Improvements Project

ITB NO.:

2025-11-013

DUE DATE:

Monday, June 16th, 2025, on or before 11:15 a.m. EST
(Municipal Building)

ISSUED: **Tuesday, May 27th, 2025**

Village of Palmetto Bay

ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project

Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$ 78,000.00	$ 78,000.00
2	Maintenance of Traffic	1	LS	$ 41,534.10	$ 41,534.10
3	Storm Water Pollution Prevention Plan	1	LS	$ 16,000.00	$ 16,000.00
4	Site Restoration	1	LS	$ 15,000.00	$ 15,000.00
				Subtotal:	$ 150,534.10
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$ 3.66	$ 13,249.20
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$ 11.43	$ 63,322.20
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$ 45.11	$ 8,119.80
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$ 87.84	$ 15,372.00
9	Driveway Paver Restoration	105	SY	$ 173.98	$ 18,267.90
10	Signing and Pavement Marking	1	LS	$ 5,262.00	$ 5,262.00
				Subtotal:	$ 125,593.10
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$ 6,368.00	$ 171,936.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$ 5,500.00	$ 22,000.00
13	Core Drill Existing Structure	16	EA	$ 2,300.00	$ 36,800.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$ 2,400.00	$ 12,000.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$ 364.69	$ 519,318.56
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$ 132.53	$ 125,903.50
17	Pollution Retardant Baffle	17	EA	$ 576.00	$ 9,792.00
18	Permit Fee	1	EA	$ 5,000.00	$ 5,000.00
			GRAND TOTAL		$1,178,877.26

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Total Bid Amount..... $ 1,178,877.26

Total Bid Amount (in words)

One million one hundred seventy eight thousand eight hundred seventy seven and twenty six cents

Signature of Official _____

Name (typed) Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 6/11/2025

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0"" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed

pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.

8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
10. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
11. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
12. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay."

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V&G Construction Solutions, Corp. (hereinafter called the Principal), and Merchants National Bonding, Inc. (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Iowa is authorized to do business in the State of Florida, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

for said Village, and;
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said V&G Construction Solutions, Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Merchants National Bonding, Inc. as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 16th day of June, and attested by its Power of Attorney, A.D., 20 25.

ATTEST:

Maria V. Garcia

MARIA VICTORIA GARCIA
SECRETARY (Title)

V&G Construction Solutions, Corp.

By: GUILLERMO VILLANUEVA
VICE PRESIDENT
(Principal)

ATTEST: ** Please See Power of Attorney Attached **

Michelle Ramirez, Witness

Merchants National Bonding, Inc.

By: _____
(Surety) Attorney-in-Fact
David R Hoover, 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).

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David R Hoover

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June ,2025.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

4.02
TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	Roadplates	LF	100	$103.00	$10,300.00
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: President

Company: V&G Construction Solutions, Corp

Date: 6/11/2025

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
Drainage	AC Trench, Corp.	14905 SW 80 St, Miami, Fl 33193	786-537-2575
Striping and Pavement Markings	Y. Glez Striping, Inc.	19755 SW 208 ST, Miami, Fl 33187	561-758-6474

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: NW 107 Drive Sidewalk Improvements Project: Removal of existing asphalt sidewalk and construction of new concrete sidewalk

Length of Contract: 90 DAYS
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

V&G Construction completed the project already schedule and within budget.

Name of Public Entity/Company:
City of Coral Springs

Name of Individual completing this form: Glen Gordon

Signature: _____ Title: Streets and Stormwater Manager

Telephone: (954) 345-2210 Email: ggordon@coralsprings.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: install 25 speed tables

Length of Contract: 1 month
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Worked great with them & hopefully will continue working with them in the near future.

Name of Public Entity/Company: City of West Miami
Name of Individual completing this form: Likey C. Pitter
Signature: [signature] Title: Director of Public Service
Telephone: 786-207-3941 Email: LPitter@cityofwestmiami.org.

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Covered Bridge Park - 9,500 SF F&I Asphalt SP-9.5 0.75-inch 1 Lift

Length of Contract: 30 Days
Would you enter into a contract with the Company in the future? X Yes ____No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

Excelent Company

Name of Public Entity/Company: M&G Consulting Group Corp M&J General Contractors

Name of Individual completing this form: Cesar de Luna

Signature: _____ Title: VP-CGC

Telephone: 954-345-2210 Email: cesar@mjgeneralcontractors.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

June 13, 2025

SUB-BASIN 12 PAVING AND DRAINAGE IMPROVEMENTS PROJECT

ITB No.: 2025-11-013

Subject: Introduction Letter

To Whom it may concern,

V&G Construction Solutions, Corp. (V&G) was constituted on September 6th, 2020. Although the company has almost 5 years of experience, two of its partners (resume provided within bid package) combine 30 plus years of experience working on heavy civil projects in the Miami Dade and Broward Counties working for Florida Department of Transportation, Miami Dade County, Broward County, and other local municipalities. The Lead team for this project is Guillermo Villanueva as a Project Manager and Marco Garcia as a Project Superintendent.

Respectfully,

Guillermo Villanueva
Vice President
786-492-9796
gv@vgconsolutions.com

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 6/11/2025

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Guillermo Villanueva being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: V&G Construction Solutions the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 6/11/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this June, 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lissette C. Oquero

NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Guillermo Villanueva

For V&G Construction Solutions, Corp.

Whose business address is: 9183 SW 152 Path, Miami, Fl 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal

power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp.

Date: 6/11/2025

ACKNOWLEDGMENT

State of Florida

County of Miami- Dade

On this June 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lissette C. Oquero A.
NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Guillermo Villanueva

(print individual's name and title)

for: V&G Construction Solutions, Corp.

(print name of entity submitting sworn statement)

whose business address is: 9183 SW 152 Path, Miami, Fl 33196

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions, Corp.

Date: 6/11/2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this June 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
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, Guillermo Villanueva 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:

85-2898216

Federal Employer Identification Number (If none, Social Security Number)

V&G Construction Solutions, Corp.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

9183 SW 152 Path, Miami, Fl 33196

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Guillermo Villanueva	12845 SW 134 Ct., Pinecrest, Fl 33186	50 %
Marco Garcia	9183 SW 152nd Path Miami, Fl. 33196	45 %
Maria V. Garcia	9183 SW 152nd Path Miami, Fl. 33196	5 %

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company: V&G Construction Solutions. Corp

Date: 6/11/2025

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this June 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We V&G Construction Solutions, Corp Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2025-11-013, 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 : AC Trench, Corp.
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp

Date: 6/11/2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this June 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lissette C. Oquero
NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

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): Guillermo Villanueva

Title: President

Company Name: V&G Construction Solutions, Corp

Date: 6/11/2025

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this June 11th day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Lissette C. Oquero
NOTARY PUBLIC, STATE OF FLORIDA

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No.

Executed on June 6th, 2025 at 9183 SW 152nd Path, Miami, Fl. 33196 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Guillermo Villanueva

Title: Vice President

Company Name: V&G Construction Solutions, Corp

Date: 6/11/2025

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami - Dade

I, Guillermo Villanueva (the individual attesting below), being duly authorized byand on behalf of V&G Construction Solutions, Corp (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 11h day of June, 20 25.

Signature of Affiant

Print or Type Name: Guillermo Villanueva

State of Florida

County of Miami - Dade

Signed and sworn to (or affirmed) before me, this

the 11th day of June, 20 25.

My Commission Expires: 4/2/2027

Notary Public

NHCS – E-Verify 081815

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Guillermo Villanueva

Title: Vice President

Signature: _____ Date: 6/11/2025

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: V&G Construction Solutions, Corp ("**Company**")

Vendor FEIN: 85-2898216

Address: 9183 SW 152nd Path

City: Miami State: Fl. Zip: 33196

Phone number: (786) 865-3299 Email Address: lo@vconsolutions.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Guillermo Villanueva

Title: Vice President

Signature:

Date: 6/11/2025

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
V&G Construction Solutions, Corp

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
9183 SW 152nd Path

City, state, and ZIP code
Miami Fl. 33196

Requester's name and address (optional)
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Fl. 33157

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
85 - 2898216

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** ▶ 6/11/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor V&G CONSTRUCTION SOLUTIONS, CORP.

Date Addendum Received 06/10/2025

Total Pages of Addendum including Acknowledgement 4

Print Name V&G CONSTRUCTION SOLUTIONS, CORP.

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

1106

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
9183 SW 152ND PATH
MIAMI FL 33196

LICENSE NUMBER: CGC1532398

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

1107

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
12845 SW 82ND PLACE
PINECREST FL 33156

LICENSE NUMBER: CUC1226416

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/30/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Education:	Master of Engineering – Construction Engineering and Management Texas A&M University, 2005 Bachelor of Science in Civil Engineer - Florida International University, 2002
Professional Registrations:	Professional Engineer, State of Florida No. 86703, General Engineering Contractor Miami-Dade County No. E2000451 and Registered Building Contractor State of Florida No. RB29003853
Professional Qualifications/ Certifications:	Advanced Work Zone Traffic Safety, Quality Control Manager, Storm Water Inspector

Relevant Experience:
Mr. Villanueva has specialized in Construction, Engineering, Inspection, and Project Management of transportation projects, residential projects, and entrepreneurial projects for 17 years. He has worked on a variety of roadway, bridge and heavy civil construction projects in various states. He has successfully worked as an estimator for a heavy civil company in the State of Indiana. His unique attention to detail and professionalism showed comprehensively when he worked as Project Engineer for a full-service construction firm in Tampa, Florida and as a Project Manager & VP of Operations for a local Miami Dade County Engineering contractor. Due to the aforementioned experiences, Mr. Villanueva has embarked in the entrepreneurial journey of starting his own business in the Heavy Civil Construction Industry. And Engineering Design Industry. Mr. Villanueva is experienced with Project Primavera P6, Microsoft Project, SureTrak, Viewpoint, AutoCAD, BlueBeam Revu, and HCSS. He is fluent in English and Spanish. This wide range of experience has taught Mr. Villanueva to work in a team environment or individually and has given him unique insights and knowledge that enable him to be a quick thinker/learner when challenges arise on a project.

05/2018 – Present: Edge Engineering, LLC Vice President. Overseeing company operations.

01/2022 – Present: V&G Construction Solutions, Corp. Vice President. Overseeing preconstruction and project management aspects of the company.

10//2019 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to SW 137th Avenue from SW 200th Street to US1, Miami Dade County Department of Transportation and Public Works – Vice President of Operations and Project Manager. This $13.88 MM project constructs a new roadway along SW 137th Avenue from SW 200th Street to US1. This project consists of construction of new roadway (3.5 miles), milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements, 96" CMP Culvert, bridge across C102 Canal, installation of sheet piles and tie back system, and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

02/2020 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to North Cruise Blvd Phase 2B, Port of Miami, Miami Dade County – Project Manager. This $6 MM project reconstructs North Cruise Blvd from Terminal C to Terminal A. This project consists of reconstructing and widening, milling & resurfacing, curb and gutter, drainage improvements, overhead sign structures and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2019 – 05/2020: JVA Engineering Contractor, Inc. Roadway Improvements to NW 82nd Avenue from NW 27th Street to NW 33rd Street, City of Doral Department of Public Works – Project Manager. This $1.99 MM project reconstructs NW 82nd Avenue from NW 27th Street to NW 33rd Street. This project consists of reconstructing and widening, milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2018 – 03/2019: Eisman and Russo Consulting Engineers Wiles Road from East of Rock Island to West of Riverside Drive, Broward County, Florida for Broward County Public Works and Engineering Division– Project Administrator. This $7.6 MM project widens Wiles Rd from West of Riverside Drive to East of Rock Island Road. This project consists of widening, milling & resurfacing, sidewalks, L walls, gravity walls, drainage improvements and mast arms. As a project administrator, Mr. Villanueva performed contract administration management,

supervised support staff including Office Manager, Compliance Officer, and Secretary, directed and assigned tasks to inspectors, made technical decisions, reviewed monthly project schedules, monitored construction progress to ensure compliance with contract documents, generated DRB hearing position papers, rebuttals and presentation for multiple issues, reviewed change orders and performed Utility/Contractor coordination.

03/2016 – 07/2018: Eisman and Russo Consulting Engineers SR 93 (I-75 Express Segment D) From South of Sheridan Street to North of Griffin Road, Broward County, Florida for FDOT District 4 - Project Administrator. This $85MM project consist of the construction of express lanes (2 northbound and 2 southbound) in the median area of I-75 including demucking all areas to cap rock, 8,700 LF of sound walls, major drainage, pond excavation for new retention basins, new ITS and two (1) Tolling Equipment Site and utilizing the excavated material for embankment on the project. Mr. Villanueva was the Project Administrator and as such he ensured and properly performed contract administration management. He supervised support staff including Office Manager, Compliance Officer and Professional Assistant. He also supervised field inspectors and provided technical assistance. He analyzed and administered the Schedule of Values monthly to assure detailed breakdown and payment of specialty items such as the new Toll facilities, ITS, and HUB building. Mr. Villanueva prepared/processed Supplemental Agreements, Change Orders, Submittals, RFI's, RFC's and DCE Memo implementation. Furthermore, he reviewed Daily Work Reports and managed the complete material acceptance process in FDOT's Material Acceptance and Certification System (MAC).

02/2015 – 03/2016: SEMA Construction, Inc. Veterans Expressway Widening, Hillsborough County, Florida for FDOT District 7 – Project Engineer. Mr. Villanueva was the Project Engineer for this $47 million design-build project He was responsible for managing and preparing Change Orders. He was in charge of reviewing and processing permanent material orders, monthly invoices, and tracked daily production, labor, and equipment. He prepared and submitted monthly pay applications, attended progress meetings owner agencies. Mr. Villanueva worked closely with Superintendents to manage changes in project scope while mitigating challenging issues and attended budget review meetings with company management. He performed project site visits consistently to monitor construction progress. He coordinated and held weekly meetings with subcontractors.

05/2014 – 02/2015: White Construction, Vermillion County, Indiana - Project Estimator. Mr. Villanueva was lead estimator and worked on bid packages for projects in the states of Indiana, Wisconsin, and Illinois. He was responsible for quantity take-offs, reviewing bids submitted by subcontractors and suppliers. Mr. Villanueva worked on a variety of bid packages that included Design-Build & Design-Bid-Build contracts.

07/2012 – 05/2014: EPECO, S.A.S., Santo Domingo, Dominican Republic – General Manager. As the general manger, Mr. Villanueva was responsible for setting and staying within the budget, inventory management, planned and delegated day to day operations, coordinated and monitored sales staff, responsible to encourage and maintain a positive work environment, and performed project site visits to ensure customers were satisfied with equipment and employee performance.

07/2009 – 07/2012: ATTECO, S.A., Santo Domingo, Dominican Republic – Procurement Manager. As the procurement manger, Mr. Villanueva was responsible for researching technical data of equipment before purchasing, creating a database of purchases and suppliers, creating a database of specialty equipment, performed inventory management, and responsible for establishing commercial relationships with local and international suppliers.

11/2007 – 04/2008: SEMA Construction, Orlando, FL – Structures Field Engineer – Widening of I-4. $55MM. This $55 MM project widened the I4 corridor from 2 lanes to 3 lanes, 3 bridges (1 concrete I beams, 1 structural steel I beams, 1 post tensioned I beams), MSE walls, and drainage improvements. As a structures field engineer, Mr. Villanueva performed the following tasks; implemented and maintained all document control, maintained drawings and revisions, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, and tracked daily production (quantity tracking, labor, & equipment).

02/2007 – 11/2007: Superior Construction, Jacksonville, FL – Project Coordinator – Beach Blvd and Kernan Blvd Overpass. $33MM. Project consisted of a new bridge 550 LF long with structural steel girders and post tensioned concrete caps, square concrete piles, MSE walls, box culverts and drainage improvements. As a project coordinator, Mr. Villanueva was responsible for the following duties; implemented and maintained all document control, maintained drawings and revisions; created and maintained all project logs, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, issued contracts/purchase orders for subcontractors and suppliers, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, tracked daily production (quantity tracking, labor, & equipment), and monitored maintenance of traffic (MOT) requirements daily.

06/2005 – 02/2007: APAC Southeast Inc., Miami, FL – Field Engineer – SR 826 Palmetto Expressway. $86MM – This $86 MM project widened the Palmetto Expressway from South of SW 24 St to North of SW 8 ST. The project consisted of soundwalls, MSE walls, bridge widenings with square concrete piles and drill shafts, flat slab bridges, pedestrian bridge, drainage improvements, box culverts, and bulkheads with sheets piles. As a field engineer, Mr. Villanueva conducted daily safety and quality inspections, tracked daily production (quantity tracking, labor, & equipment), scheduled and procured materials, scheduled and coordinated subcontractors, prepared structures related RFI´s for submittal, prepared 3 week look ahead schedule,

received and reviewed all structures submittals and shop drawings, maintained drawings and revisions and ensured field staff was in compliance with the most current set.

MARCO GARCIA

(786) 482-0866

marcogarcia4@hotmail.com

Talented professional with over 14 years of successful experience within the construction area as Civil Engineer, backed by a productive internship and knowledge of engineering theories, principles, specifications and standards in Project management.

KEY SKILLS

· Demonstrated skills with the ability to oversee all aspects of construction projects from planning to implementation. ·
. Broad experience in allocation of resources for assigned projects.
· Proven ability on supervising onsite personnel and subcontractors.
· Assists in coordinating the performance of work among various trades and professionals involved.
· Knowledge on Interfacing project inspectors, contractors, architects, engineers, and clients.
· Very good understanding of earth movement operations.
· Vigilant in maintaining high standards of workmanship that adhere to original plans and specifications.
· Experience in estimating.

PROFESSIONAL EXPERIENCE

August 2021 to Present.

V&G Construction Solutions Corp. Miami Florida. General Superintendent.
Oversee the day-to-day operations of assigned jobs. Purchase of materials, authorize the payment of subcontractors.

August 2017 to Jul 2021.

Community Asphalt Corp. Miami, Florida. Field Superintendent.
Oversee the day-to-day operations of assigned jobs (Drains, concrete, asphalt, electricity, widening, milling & resurfacing, sidewalks, drainage improvements, mast arms and signalization), from commencement to completion, to ensure that all phases of work are completed in a timely manner and performed with a high standard of quality in the following Projects:

• State Road No 858/ Hallandale Beach Boulevard (from East of SR-7 to West of Lakeshore Drive) (2017-2018) Miami, Florida. $ 8.5 MM.
• State Road No 5 from SR 816 (Oakland Park Blvd) to South of SR 870 (Commercial Blvd) (2018 – 2019) Fort Lauderdale, Florida. $ 3.8 MM.
• State Road No A1A/S Ocean DR from Monroe Street to South of Sheridan Street (Broward County) (2019 – 2020) Miami, Florida. $ 10.1 MM.

• Prospect Road from Commercial Blvd to SR 811 Dixie Hwy (Broward County) (2019 – 2021) Miami, Florida. $ 4.6 MM. Including bike lanes and shoulders.

January 2006 to Feb 2017

Constructora Gadu C.A. ~ Barquisimeto, Venezuela. **Director** Family-owned Construction Engineering firm serving government and commercial clients since 1995. **Field Engineer** Oversee all aspects of construction projects. Develop preliminary project schedules and manage preconstruction activities. Purchase materials in accordance with budgets. Track all Production inclusive of quantities, manpower, equipment, materials, etc. Calculation of earth movement operations. Authorize the payment of subcontractors.

PROYECTS
• Building of 3 Shed (2008). Caracas, Estado Miranda, Venezuela.
• Building of a Sewage Disposal Lagoon (2008). Cabruta, Estado Guárico, Venezuela.
• Building of 5 townhouses (2009). Maracay, Estado Aragua, Venezuela.
• Building of an Elementary School (2013). Guanare, Estado Portuguesa, Venezuela,
• Building of 4 residential buildings with a total of 80 apartments (2013-2015). La Victoria, Estado Aragua,Venezuela.

Inspector Engineer
· Inspection of 18 irrigation lagoons constructions (2010) Barquisimeto, Edo Lara, Venezuela.
· Inspection of 3 hospitals remodeling (2015-2017) Barquisimeto, Edo Lara.

July 1986 to Dec 2006

Non-Commission Officer Venezuelan Air Force

EDUCATION

• 1999-2000 Superior technician in facility maintenance. Technical School of the Venezuelan Air Force
. • 2000-2007 bachelor's degree in civil engineering. "Santiago Mariño" University. Maracay, Venezuela
• 2007 Basic AutoCAD 2D. Maracay Venezuela.
• 2008 Project Managing Software (Lulo). Valencia. Venezuela.
• 2018 Fall Protection in Construction. Florida International University.
• 2019 OSHA 10. Miami Airport & Convention Center.
• 2019 Temporary Traffic Control (TTC) Advanced Course

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$130,054.00	$130,054.00
2	Maintenance of Traffic	1	LS	$44,120.00	$44,120.00
3	Storm Water Pollution Prevention Plan	1	LS	$14,744.00	$14,744.00
4	Site Restoration	1	LS	$37,450.00	$37,450.00
				Subtotal:	$ 226,368.00
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$3.64	$13,176.80
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$12.54	$69,471.60
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$27.00	$4,860.00
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$80.00	$14,000.00
9	Driveway Paver Restoration	105	SY	$145.00	$15,225.00
10	Signing and Pavement Marking	1	LS	$19,260.00	$19,260.00
				Subtotal:	$ 135,993.40
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$7,990.00	$215,730.00
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$6,744.00	$26,976.00
13	Core Drill Existing Structure	16	EA	$1,745.00	$27,920.00
14	Storm Structure Removal and Restoration, all sizes	5	EA	$3,885.00	$19,425.00
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$370.00	$526,880.00
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$142.00	$134,900.0
17	Pollution Retardant Baffle	17	EA	$790.00	$13,430.00
18	Permit Fee	1	EA	$5,000.00	$5,000.00
			GRAND TOTAL		$1,332,622.40

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Jordan Zahlenc.

Title: President

Company: Zahlenc Enterprises Inc.

Date: 6/16/25

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

1. E4T70.
- Andres Peñalosa, apenaloza@castilloeng.com, M: 305-799-8819
- Andres Diaz, adiaz@castilloeng.com, M: 786-877-8572

2. T46O5.
- Ido Shimony, ishimony@eismanrusso.com M: 954-579-4892
- Chris Charvat, cCharvat@eismanrusso.com, M: 954-275-8327

3. T45746.
- Carlos Camacho, ccamacho@cityofpsl.com M: 772-579-0734

4. PSL North Roadway Reconstruction.
- Benjamin Sotomayor, bsotomayor@gfnet.com, M: 786-295-4407.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

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

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Sub-basin 12 Paving and Drainage Improvements Project
Invitation to Bid No. 2025-11-013

Name of Company: City of Port St Lucie, Utility Systems Department

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: Relocate water/sewer to accommodate roadway expansion and drainage installation (FDOT and City PSL). Corridor was approximately 1.3 miles and our work included 16-in Water Mains, 16-in Force Mains, along with multiple smaller diameter laterals and services, hydrants, ARVs, clean-outs. Force main work required the use of bypasses to maintain service.

Length of Contract: 1200 days (approx)

Would you enter into a contract with the Company in the future? (•) Yes ( ) No

Were the services provided acceptable and of quality standards: (•) Yes ( ) No

Was the Company responsive to your requests and resourceful with the task? (•) Yes ( ) No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? (•) Yes ( ) No

If you responded no to any of the above please provide details:

Comments:

Contractor worked with USD to relocate aging infrastructure under difficult circumstances: non-operable valves, heavy traffic, material shortages, change order process.

Please contact me if any additional information or clarification is necessary.

Name of Public Entity/Company:

City of Port St Lucie, Utility Systems Department

Name of Individual completing this form: Carlos Camacho, PE

Signature: Carlos Camacho, PE 2025.06.16 08:57:59-04'00' Title: Professional Engineer

Telephone: (772) 579-0734 Email: ccamacho@cityofpsl.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Jordan Zaniene

Title: President

Company: Zaniene Enterprises Inc.

Date: 6/16/25

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Jordan Zahlene being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
Zahlene Enterprises 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): Jordan Zahlene

Title: President

Company: Zahlene Enterprises Inc.

Date: 6/16/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade.

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zahlene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

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 Jordan Zahiene

For Zahiene Enterprises Inc.

Whose business address is: 11300 NW 97th AVE, Medley, FL 33178

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0814419

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): Jordan Zahlene

Title: President

Company Name: Zahlene Enterprises Inc.

Date: 6/16/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this June 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zahlene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

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: Jordan Zahlene
(print individual's name and title)

for: Zahlene Enterprises Inc.
(print name of entity submitting sworn statement)

whose business address is: 11300 NW 97th Ave, Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0814419

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): Jordan Zahlene

Title: President

Company: Zahlene Enterprises Inc.

Date: 6/16/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zahlene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

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, Jordan Zahlene being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

65-0814419

Federal Employer Identification Number (If none, Social Security Number)

Zahlene Enterprises Inc.

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

11300 NW 97th Ave. Medley, FL 33178

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
Jordan M. Zahlene	15500 SW 54th Pl. SW Ranches, FL	100 %
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Jordan Zahlene

Title: President

Company: Zahlene Enterprises Inc.

Date: 6/16/25

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zahlene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Zaniene Enterprises Inc. Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# 2025-11-013, 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): Jordan Zaniene

Title: President

Company Name: Zaniene Enterprises Inc.

Date: 6/16/25

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade.

On this June 16 day of, 2025, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zaniene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Zahlene Enterprises Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jordan Zahlene

Title: President

Company Name: Zahlene Enterprises Inc.

Date: 6/16/25

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this June 16 day of, 20 25, before me, the undersigned Notary Public of the State of Florida personally appeared Jordan Zahlene and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

1131

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 6/16/2025 at 11300 Nw 97th Ave. Medley, FL 33231 under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Jordan Zahiene

Title: President

Company Name: Zahiene Enterprises Inc

Date: 6/16/25

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami-Dade.

I, Jordan Zahlene (the individual attesting below), being duly authorized byand on behalf of Zahlene Enterprises Inc (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16 day of June, 2025.

Signature of Affiant

Print or Type Name: Jordan Zahlene

State of Florida

County of Miami-Dade

Signed and sworn to (or affirmed) before me, this

the 16 day of June, 2025.

My Commission Expires: 12/15/2025

Notary Public

Notary Public State of Florida
Michael Ruiz
My Commission
HH 182000
Exp.12/15/2025

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: Jordan Zahiene

Title: President

Signature: _____ Date: 6/10/25

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Zahiene Enterprises Inc ("**Company**")

Vendor FEIN: 65-0814419

Address: 11300 NW 97th AVE

City: Medley State: FL Zip: 33178

Phone number: 305-805-6858 Email Address: jordan@zahiene.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Jordan Zahiene

Title: President

Signature: _____

Date: 10/10/25

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)
Zablene Enterprises 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.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
65 - 0814419

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 ▶** 6/16/25

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.

1136

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2025-11-013

Title: Sub-Basin 12 Drainage and Paving Improvements Project

Name of Contractor Zahlene Enterprises Inc.

Date Addendum Received June 10, 2025

Total Pages of Addendum including Acknowledgement 4

Print Name Jordan Zahlene

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

ADDENDUM NO. 1

Date: June 10th, 2025

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2025-11-013
Sub-Basin 12 Drainage and Paving Improvements Project

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on May 27th, 2025, and with a bid opening date of June 16th, 2025, with any amendments and/or additions noted below.

Please see attached updated Bid Form as a separate pdf. to Addendum No. 1

Question No. 1: What is the Engineers Estimate?

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 2: Will the Village provide a staging agree?

Response: Staging to occur along Roadway Right of Ways.

Question No. 3: When is the project expected to start?

Response: *The project is anticipated to start between September or October 2025.*

Question No. 4: Will there be a constraint on working hours?

Response: *The bidder should follow the Village Ordinance regarding permittable working hours.*

Question No. 5: Could we work Saturday and/or Sunday?

Response: *Saturday work possible as per Village Ordinance, no work on Sundays.*

Question No. 6: The bid documents outlines that the primary license requirements for this job are for a Florida Certified General Contractor's License. Could a Certified Utility Underground/Excavation and Pipelines Contractor licensed by State of Florida Department of Business and Professional Regulations also be considered a primary for this project?

Response: *Yes, a DBPR CUC can be the primary contractor on this project.*

Question No. 7: Please provide an Engineer's Estimate per the Bonding Company's request.

Response: *The Engineer's probable cost for this project is One Million Ten Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents ($1,010,762.50) with a ten percent (10%) contingency included.*

Question No. 8: The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and has read all addenda issued prior to the opening of bids.

Please provide the Technical Specifications and Project Specifications.

Response: *Please refer to the FDOT Standard Specifications for Road and Bridge Construction FY 2025-26 and FDOT Standard Plans.*

Question No. 9: Please provide the Contract Time for this project.

Response: *The contract time will be twelve (12) months from the NTP.*

Question No. 10: Please advise if All Domestic Material is required for this project.

Response: *Yes, all Domestic Material is required.*

Question No. 11: Will the bidder need to follow a certified payroll process?

Response: *The Village will confirm with the grant agency.*

Question No. 12: Is there a budget for this project?

Response: *There is no budget for this project.*

Question No. 13: Please adjust the quantities for Item 5 to match Item 6, being that 1" of the temporary trench restoration will also be milled out to provide a smooth road surface for the final overlay. Therefore, Item 5 should be 5,540 1" mill.

Response: *Items 15 & 16 include trench restoration. Therefore, those areas are excluded from the milling and resurfacing quantities.*

Question No. 14: Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.

The bid form states up to 6" thick, please clarify which is correct. Also, please specify the individual quantities for the sidewalk, driveway and apron. They vary in price. This is necessary for the Contractor to provide an accurate pricing in instead of pricing on worse case scenarios. This will unnecessarily increase the City's bid price.

Response: *Aprons are up to 4" thick. The only proposed concrete shown in the plans is for 4" aprons; therefore, the cost for this item should be based on that.*

Question No. 15: Please provide the type of sod required for this project.

Response: *Contractor to use the same type of sod that was in place before construction.*

Question No. 16: For item 9, the plans state to reconstruct paver driveway with existing paver to the extent as possible. Please clarify if the City is responsible for the pavers that are not suitable for the reconstruction. If the Contractor is responsible for the pavers. Please provide a pay item for all new pavers because it's unlikely to match existing pavers.

Response: *The note for bid item 9 has been updated to include paver replacement as needed.*

Question No. 17: On Sheet C200.2 at +/-STA 3+00, the plans state, Existing Catch Basin to be removed, relocated and replaced. Please clarify where it is to be relocated to. Or is it only to be replaced new?

Response: *Existing Catch Basin has to be removed. A new catch basin has to be installed at location shown in C300.3.*

Question No. 18: Sheet C301.2, SD 1.1, shows No. 4 Coarse Aggregate. Please advise if FDOT No. 4 Coarse Aggregate is required or is standard No. 4 Coarse Aggregate is acceptable. They are very different in cost to the City.

Response: *FDOT No.4 or Ballast Rock is what we utilize throughout Miami-Dade County for French Drains.*

Question No. 19: Will the Village allow the contractor to stage equipment and material within the project limits?

Response: *Yes, contractor to store/stage equipment in the R/W within the project limits.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

Village of Palmetto Bay
ITB# 2025-11-013 - Sub-Basin 12 Paving and Drainage Improvements Project
Bid Form

Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
General Conditions					
1	Mobilization	1	LS	$	$
2	Maintenance of Traffic	1	LS	$	$
3	Storm Water Pollution Prevention Plan	1	LS	$	$
4	Site Restoration	1	LS	$	$
				Subtotal:	$
Civil Site					
5	Milling Existing Pavement, 1" average depth	3,620	SY	$	$
6	Asphalt Overlay, SP-9.5, 1" average depth	5,540	SY	$	$
7	Remove existing asphalt and concrete, up to 6" depth	180	SY	$	$
8	Concrete sidewalk, driveway, and apron up to 4" thick	175	SY	$	$
9	Driveway Paver Restoration	105	SY	$	$
10	Signing and Pavement Marking	1	LS	$	$
				Subtotal:	$
Drainage					
11	Structure - Manhole, Including Ring & Cover	27	EA	$	$
12	Structure - Catch Basin, Including Frame & Grate	4	EA	$	$
13	Core Drill Existing Structure	16	EA	$	$
14	Storm Structure Removal and Restoration, all sizes	5	EA	$	$
15	Exfiltration Trench, w/ 18" including Trench Restoration	1,424	LF	$	$
16	HDPE Storm Pipe, 18" including Trench Restoration	950	LF	$	$
17	Pollution Retardant Baffle	17	EA	$	$
18	Permit Fee	1	EA	$	$
			GRAND TOTAL		$

Refer to pay item notes within contract plans for details of costs to be included within items.

The following Bid Item Notes apply to the bid items:

1. Bid Item 1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The signs shall displace on both sides the project name, Village logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 2 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 3 is a lump sum pay item to furnish, install and maintain a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Costs shall include but not be limited to all baled hay, filter fabric, silt fence, sediment inlet barriers, notice of intent fees, and compliance with any SWPPP reporting.
4. Bid Item 4 is a lump sum pay item for site restoration which includes the complete restoration of the roadway or driveways impacted by any construction activity adjacent to the roadway resurfacing project including but not limited to mobilization, clearing, and grubbing, striping removal, milling and resurfacing, asphalt, limerock, and base removal, limerock rework, asphalt overlay, utility adjustments, mailbox relocations, etc. Any swale areas impacted by the contractor outside of those indicated on the plans will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to sod, landscaping, trees, excavation, new fill, limerock base preparation, grading, tamping, irrigation, driveway aprons (asphalt, pavers, stamped concrete, etc.), sidewalks, mailboxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.
5. Bid Item 5 includes milling existing pavement to a minimum of 1.0" per plans.
6. Bid item 6 includes the asphalt final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item also includes the final lift of asphalt over all trench restoration.
7. Bid Item 7 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, concrete curbs, asphalt aprons, and base material necessary to prepare the area for the proposed construction. Any site areas impacted by the contractor outside of proposed pavement or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the Village. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the Village.
8. Bid Item 8 includes all costs associated with installing concrete pavements to include concrete sidewalks, driveways, and aprons up to 4" thick including base and subgrade material and installation.
9. Bid Item 9 includes all costs associated with restoring driveway pavers and replacing broken pavers as needed to match existing driveway.
10. Bid Item 10 is a lump sum pay item which includes all costs associated with installing signing, thermoplastic pavement markings, including temporary pavement markings prior to thermoplastic, and reflective pavement markers (RPMs). Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
11. Bid Items 11 and 12 include all costs associated with installing inlets and manholes per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details. Bid item is to include bricking, frame and grates, and ring and covers.
12. Bid Item 14 is to include all costs associated with the removal of structures as well as any backfill and restoration required to bring the area back to original conditions.
13. Bid Items 15 and 16 include all costs associated with installing HDPE pipe, exfiltration trench, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and subbase as needed, complete trench backfills and compaction, testing, repair/replacement of site damage such as curbing, drop curb, and sidewalk impacted by construction per the plans and details. Trench restoration including first lift of asphalt, second lift to be included with overlay.

Mandatory Pre-Bid Meeting Sign-in Sheet ITB# 2025-11-013

Sub-basin 12 Paving and Drainage Improvements Project

June 3rd, 2025 @ 11:00 a.m. - Village Hall - 9705 East Hibiscus Street, Palmetto Bay, FL 33157

	Company Name	Name (Print Name and Signature)	Email	Phone Number
1	SOP Consulting	Andy Marimon	andy@seeunderground.com	786-658-0955
2	VG CONSTRUCTION SOLUTIONS	GUILLERMO VILLANUEVA	gv@vgconsolutions.com	786-492-9796
3	Headley construction Group	Chris Headley	chris@headleycg.com	305-613-1490
4	Quality Paving Corp	Richard Gonzalez	Quality Paving Corp@Hotmail.com	(305) 525-1456
5	All Construction and Plumbing. INC.	DANIEL MARRERO	All Construction Plumbing@gmail.com	786 780 9052
6	ATC ENGINEERING INC.	LUIS Rodriguez	Andy@ATCFlorida.net	7862581439
7	Hartec Group Inc.	Ethan Hardie	hartecgroupinc@gmail.com	786-471-4214
8	RG Underground Engineering	INC. Modesto Fernandez	office@rgunderground.com	(305)-386-6293
9	Atlas Construction + Engineering CO LLC	Keith Leslie	KL@Atlascne.co	754-315-0553
10	Maggolc INC.	Mario Gonzalez	maggolc@yahoo.com	786-291-2949
11.	Pimentel Construction Group	Jonathan J. Pimentel	Info@thepimentelgroup.com	786-531-1565
12.	Zahlene Enterprises Inc.	Michael Ruiz	Jordan@zahlene.com	(305) 805-6858

13. Basile USA LLC Luis Basile info@basileusa.com 305-4912100

14. Pabon Engineering, Inc, Emily Cortes, ECPabon@outlook.com 305-972-8445.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Zahlene Enterprises, Inc. (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 Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Sub-basin 12 Paving and Drainage Improvements Project

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 Zahlene Enterprises, Inc., 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 16th day of June, and attested by its ** Please See Power of Attorney Attached **, A.D., 2025.

ATTEST:

Yoly Rivera

Yoly Rivera
Secretary (Title)

Zahlene Enterprises, Inc.
11300 NW 97th Avenue
Medley, FL 33178

By:

(Principal)

ATTEST: ** Please See Power of Attorney Attached **

** Please See Power of Attorney Attached **

Michelle Ramirez, Witness

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

By: Brett Rosenhaus

(Surety) Attorney-in-Fact
Brett Rosenhaus, 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).

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: **Audria R. Ward, Barbara J. Benton, Brett Rosenhaus, Brian S. Turner, Brook T. Smith, Charles J. Nielson, David R. Hoover, Davor Mimica, Deborah S. Neichter, Denise Donelson, Devin J. Phillips, Donald P. Bramlage, Edward T. Ward, F. Danny Gann, James H. Martin, James T. Smith, Jarrett Merlucci, Jason D. Cromwell, Jessica Pamela Reno, Joseph P. Nielson, Justin Vokus, Keith Nicholson, Kevin R. Wojtowicz, Laura D. Mosholder, Michelle D. Liwosz, Patricia Schmaltz, Raymond M. Hundley, Shawn Alan Burton, Tracey C. Brown, William O. Walker**, 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 first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
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 16th day of June, 2025

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

ZAHLENE ENTERPRISES INC.

PROJECT EXPERIENCE & REFERENCES (PARTIAL LIST)

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	PROJECT NAME AND REFRENCE CONTACT
$13,894,962.62	FORCEMAIN, DRAINAGE, ROADWAY RECONSTRUCTION, PAVING, SIDEWALK, ELECTRICAL	2025	PALM BEACH	T4605- Lake Worth Road Florida Department of Transportation Ido Shimony, P.E. - 954-579-4892
$5,606,709.47	DRAIANGE, ROAD WIDENING, SIDEALK, MILLING & RESURFACING, ELECTRICAL, ITS	2024	INDIAN RIVER	T4598 - STATE RD A1A Florida Department of Transportation Don Larson - 772-828-1789
$4,866,997.75	DRAINAGE, ROADWAY RECONSTRUCTION, PAVING, SIDEWALK, CRUB & GUTTER	2023	MONROE	1ST & BERTHA MONROE COUNTY Jacki Heart - 954-775-6949
$6,650,357.15	PARK & RIDE SITE DEVELOPMENT: CLEARING& GRUBBING, EARTHWORK, DRAINAGE, ELECTTRICAL, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, LANDSCAPING, CONCRETE STRUCTURES (BUSS SHELTERS)	2021	BROWARD	E4T70 MIRAMAR & HIATUS PARK AND RIDE Florida Department of Transportation Andres Diaz, P.E. 786-877-8572
$3,299,060.16	CLEARING& GRUBBING, EARTHWORK, SHORELINE STABILIZATION	2020	MONROE	T6490 Florida Department of Transportation Jackson Taylor 561-436-2860
$2,877,501.75	DRAINAGE	2020	MIAMI-DADE	T6424 - Krome Ave Halley Engineering Contractors Alex Halley 305-984-0112
$2,526,901.00	GRAVITY SEWER, FORCE MAIN, ROADWAY RECONSTRICTION, PAVING	2020	MIAMI-DADE	T2484 D2-D2 Sub-Basin Miami Dade County Water & Sewer Department Pearle Khadar 305-323-3900
$2,512,186.00	GRAVITY SEWER, FORCE MAIN, ROADWAY RECONSTRICTION, PAVING	2020	MIAMI-DADE	T2483 D2-D3 Sub-Basin Miami Dade County Water & Sewer Department Pearle Khadar 305-323-3900
$1,217,261.00	EARTHWORK, DRAINAGE, WATER, SEWER, FORCEMAIN, GRADNG, PAVING	2020	MONROE	Residence at Ocean Reef CRAFT Construction Guillermo Castrillo 954-347-2673
$1,374,915.00	GRADING, DRAINAGE,WATER, SEWER, FORCEMAIN 16"-12" ,HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING,GUARD RAIL, SODDING	2020	MIAMI-DADE, HIALEAH	South Florida Autisum Charther School Off Site Civil Turin Construction Howard Turin 786-412-8739
$2,226,393.72	DRAINAGE , UNDERGROUND UTILITIES, MINING	2020	MIAMI-DADE	SR 821 HEFT Community Asphalt Corp. Felipe Fernandez 305-796-8305

$1,143,773.00	EARTHWORK, DRAINAGE, GRADNG, PAVING	2020	MIAMI-DADE, MIAMI BEACH	1 Hotel - Beach Club DPR Construcion Bala Purushothaman 484-238-2698
$356,543.00	DEMOLITION, EARTHWORK, DRAINAGE, WATER, GRADING, PAVING	2020	MIAMI-DADE, MIAMI GARDENS	BENJAMIN FRANKLIN D. Stephinson Construction EDDIE SMITH 786-412-8100
$453,532.00	EARTHWORK, DRAINAGE, WATER, SEWER, FORCEMAIN, GRADNG, PAVING	2020	MIAMI-DADE, HIALEAH	West Lakes Prepatory Academy D.Stephinson Construction Bryan Morrison 609-500-0385
$1,065,736.00	CLEARING & GRUBBING, GRADING, DRAINAGE, ,HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING,GUARD RAIL, SODDING	2019	MIAMI-DADE , OPA-LOCKA AIRPORT	Opa-Locka Airport Interior Service Road Coreland Construction Nestor Hernandez 305-796-5402 nhern@corelandconstruction.com
$1,247,999.00	GRADING, DRAINAGE, ,HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING,SIDEWALK	2019	PALM BEACH, SOUTH BAY	RECON OF SW 1ST ST & SW 7TH City of South Bay David Mendez 305-801-2854
$8,202,785.00	CLEARING & GRUBBING, GRADING, DRAINAGE, ,HOT PLANT-MIXED BITUM. COURSES, PAVEMENT	2019	MIAMI-DADE, BROWARD	I-75 Segment A & B Community Asphalt Corp Felipe Fernandez 305-796-8305 Felipe.Fernandez@ohlna.com
$848,461.30	ELECTRICAL, RTU, CULVERT INSTALLTION, HEAVY CIVIL	2019	MIAMI-DADE	Capital Water Control Infrastrcuture Improvements Miami Dade County Juan Canizares 305-310-7920
$489,000.00	SITE REMEDIATION	2019	MIAMI-DADE	BEACON LAKES 3 Prologics Management LLC. Danny Rivero 305-525-0001
$268,132.00	DEMOLITION, GRADING, DRAINAGE, ,HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING,SIDEWALK	2019	BROWARD, MARGATE	HCA NW Medical Center Bed Tower DPR Construction Lee Kinzel 954-562-6458
$130,425.00	SHORELINE STABILIZATION AND MITIGATION	2019	MIAMI-DADE	Miami-Dade County Parks, Recreation & Open Spaces Cesar E. Perez-Castaneda 305-297-0109
$2,500,000.00	SECONDARY CULVERT HURRICAN CLEAN UP BY BARGE	2018	MIAMI-DADE	Miami Dade County Secondary Canal & Culvert Cleaning Miami-Dade County Mario Lopez 305-372-6556
$1,139,815.00	CLEARING & GRUBBING, EARTHWORK	2018	MIAMI-DADE	Eruditional Lumination Homes Evelio Toledo 786-925-7686 lenoxdevelopers@aol.com
$625,000.00	CLEARING & GRUBBING, EARTHWORK	2018	MIAMI-DADE	Lucidia Michael Osman 305-801-5419 lmo1474@aol.com

$994,563.63	CLEARING & GRUBBING, EARTHWORK	2018	MIAMI-DADE	South Florida Autism Charter School Turin Construction Corporation Howard F. Turin 954-796-9910 HowardT@turinconstruction.com
$2,853,044.00	GRADING, MINING, EARTHWORK	2017	MIAMI-DADE	15045 Biscayne Landing Turnberry Associates Eric Cohen 786-629-3132
$1,219,762.00	EARTHWORK	2017	MIAMI-DADE	Jade Signature Gonzalez & Sons Victor Gonzalez 305-822-5455
$864,464.00	FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, GRADING, DRAINAGE, GRASSING, SEEDING, SODDING, SIDEWALK, ROADWAY SIGN	2017	MIAMI-DADE	Palmetto General Hospital DPR Construction Chris Cole 954-991-6205
$682,156.00	MINING, EARTHWORK	2017	MIAMI-DADE, BROWARD	Concrete Crushing Gateway Commerce Park Redland Company Chad Munz 305-247-3226
$216,041.00	FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, GRADING, DRAINAGE, SIDEWALK, ROADWAY SIGN	2017	MIAMI-DADE	Fedex Medley All-Right Paving Company Andrew J Laurella 954-970-0880
$197,996.00	GRADING, DRAINAGE	2017	MIAMI-DADE	Cairo Lane Improvements City of Opa Locka Carlos Gonzalez 305-206-0279
$588,865.00	FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, GRADING, DRAINAGE, GUARDRAIL, SIDEWALK	2017	MIAMI-DADE	Warehouse Retail Development Manny Resus 786-302-0581
$1,560,972.00	MINING, EARTHWORK	2017	MIAMI-DADE, BROWARD	Hauling, Material Processing & Selling
$2,922,844.00	WATER MAIN 16"-8",FORCEMAIN 16" WATER SERVICES,GRAVITY SEWER, LIFT STATION, ROADWORK, SIDEWALKS	2017	LEE COUNTY	Zamura Corp. Mario Hernandez 786-255-9057 mh@hhhstructure.com
$85,000.00	WATER MAIN 16"	2016	MIAMI-DADE	SUPERMIX - Super Block Plant MAYTIN Engineering Rolando J Maytin 305-827-4545
$2,370,761.00	DEMOLITION, EARTHWORK, GRADING, DRAINAGE, WATER MAIN 24" ,HOT PLANT-MIXED BITUM. COURSES	2016	PALM BEACH	Port of Palm Beach Slip #3 Rehabilitation Shore Line Foundation Barry Reed 305-345-3180
$140,125.00	GRADING, DRAINAGE	2016	MIAMI-DADE	Cairo Lane Improvements City of Opa Locka Carlos Gonzalez 305-206-0279

$148,960.00	GRADING, EARTHWORK	2016	MIAMI-DADE	Sun Terminal Ebsary Foundation Company Yosmel Milian 305-967-3977
$274,662.00	DRAINAGE	2016	MIAMI-DADE	SR-916/NE 135th St Community Asphalt Corp. Felipe Fernandez 305-796-8305
$298,215.00	FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, GRADING, DRAINAGE, SIDEWALK, ROADWAY SIGN	2016	MIAMI-DADE	City Center
$155,520.00	FLEXIBLE PAVING, HOT PLANT-MIXED BITUM. COURSES, PAVEMENT MARKING, GRADING, DRAINAGE, SIDEWALK	2016	MIAMI-DADE	Park Square
$1,508,500.00	GRADING, EARTHWORK	2016	BROWARD	Ft. Lauderdale T-4
$1,316,340.00	MINING, EARTHWORK	2016	MIAMI-DADE, BROWARD	Hauling, Material Processing & Selling

Jordan M. Zahlene

President / CEO

Jordan M. Zahlene has been with Zahlene Enterprises for 19 years. He started as a project manager and now serves as Vice President and Chief Executive Officer of Zahlene Enterprises, Inc. Under his leadership, he has spearheaded innovations within the organization to expand the services provided to its clients. He plays a key leadership role in setting the strategic direction of our organization and has lead the firm through a challenging market marked by exponential growth. Jordan has more than 14 years of experience in the roadway construction industry and in major site development construction projects. His project experiences include highway construction, mining, demolition, underground utility installation and complete heavy civil site work preparation. Jordan has been actively involved in several organizations such as: American Society of Civil Engineers, Cuban American Association of Civil Engineers, Engineering Contractors Association, Latin Builders Association, and Florida Concrete & Products Association. Most importantly, Jordan has built a solid reputation of trust, honesty, and integrity with a common sense approach that includes teamwork and fairness at its core.

EDUCATION

Bachelor of Science in Civil Engineering, Florida International University, United States, Florida, 2014

YEARS OF EXPERIENCE

19 years with Zahlene Enterprises, Inc.

LICENSES

- General Engineering Contractor
- Certified General Contractor
- Certified Underground & Excavation Contractor
- Certified Building Contractor

PROJECT EXPERIENCE (Partial List)

T4605, West Palm Beach, FL
Estimated Project Value: $14 Million
The improvements under this contract consist of, but are not limited to, maintenance of traffic (standard, temporary signalization and maintenance, temporary traffic detection and maintenance), litter removal and mowing, monitor existing structures (inspection, settlement, vibration), sediment protection (barrier, floating, inlet), earthwork (clearing, grubbing, excavation),concrete (removal, curb, curb and gutter, valley gutter, traffic separator, sidewalk, driveways), asphalt (base, milling, superpave, friction course), traffic monitoring (site sensor, site inductive loop, cabinet F&I, cabinet remove), signing (single-post, multi-post, tubular, object, panel), pavement markings (detectable, raised, painted, thermoplastic, bike lane), lighting (conduit, pull/splice box, conductors, pole complete, luminaire, cable distribution system), signalization (conduit, cable F&I, cable remove, aluminum pole and pedestal, aluminum pole remove, steel mast arm, vehicular signal, pedestrian signal, pedestrian detector, loop assemble, controller modify, controller remove), electrical (service F&I, service transformer, load center), drainage (inlets, pipe culvert, pipe lining), manholes (partial, adjust), tree (protection, pruning, relocate), utilities (place out of service, pipe, fittings, structure, slab, valve/meter box, fire hydrant relocate), irrigation system, and sod along SR 802 (Lake Worth Rd.).

T4576, Port Saint Lucie, FL
Estimated Project Value: $12 Million
The improvements under this contract consist of, but are not limited to, roadway reconstruction, milling resurfacing, widening, concrete (sidewalk, driveway, curb and gutter, patterned) earthwork, drainage, monitor existing structures (inspection and settlement), lighting, signalization, landscaping, irrigation, utility work, signage (single and multi-post), pavement markings(painted, thermoplastic) and sod along Port St. Lucie Blvd.

E4T70, Miramar, FL
Estimated Project Value: $8 Million
The improvements under this contract consist of building a new 14 Acre park and ride facility accessed from State Road 824 (Pembroke Road) in the City of Miramar, Broward County. Scope of work consisted of asphaltic concrete (subgrade, base, friction course), excavation and embankment, drainage system (pipe culvert, inlets, manholes, French drain), concrete (bus shelter pad, curb, sidewalk, driveways, bumper guards), signing (single post, panel), railing, pavement markings (painted, thermoplastic, detectable warnings), lighting (conduit, pull/splice box, conductors, load center, poles), mast arm (steel), bollards, fencing and fence gate, access gate, solar phone tower, monitor existing structures (inspection and settlement, vibration), utilities (pipe, fixtures, fire hydrant), architectural elements (bus shelter), amenities (bicycle rack, trash receptacle), landscaping and sod.

E4V54, West Palm Beach, FL
Estimated Project Value: $7 Million
The Improvements under this Contract consist of, but are not limited to, maintenance of traffic (standard, temporary barrier,temporary crash cushion, temporary signalization and maintenance, temporary traffic detection and maintenance), environmental (sediment barrier, turbidity barrier, inlet protection), litter and mowing, monitor existing structures (inspection, settlement,vibration), earthwork (excavation, embankment), concrete (curb, gutter, sidewalk, driveways), asphalt (base, milling, superpave,friction course), drainage (inlets, manholes, pipe culvert), signing (single-post, object marker, delineator, panel internallyilluminated), pavement markings (detectable, raised, painted, thermoplastic, bike lane), conduit, pull/splice box, ITSFMdocumentation (subsurface, location), signalization (signal cable, fiber optic cable, communication cable, concrete service pole, aluminum signals pole, pole removal, steel mast arm, vehicular signal, pedestrian signal, pedestrian detector, loop assembly,controller), ITS (cabinet removal, cabinet F&I, CCVT, ethernet), electrical (power service F&I, power service remove, service wire, service disconnect), traffic monitoring (vehicle sensor, inductive loop, cabinet) lighting (luminaire with bracket), utilities (manhole adjustment, valve box adjustment, pipe removal, pipe F&I, fittings, fixtures, fire hydrant F&I, fire hydrant removal), and sod along State Road 809 (Military Trail) at State Road 882 (Forest Hill Boulevard) for 0.705 miles in the Village of Palm Springs and the City of Greenacres, Palm Beach County.

T4598, Indian River, FL
Estimated Project Value: $5.7 Million
The improvements under this contract consist of, but are not limited to, curb and gutter, traffic separator, sidewalk (flexible jointsystem, detectable warning), driveways, asphalt (base, milling, resurfacing, friction course), pedestrian handrail, drainage (inlets,pipe culvert), signing (single-post, object marker, delineator), pavement markings (raised marker, painted, thermoplastic, greenbike lane), lighting (conductors, pole complete, luminaire, cable distribution), electrical (power service), signalization (signal pole,vehicular detection, pedestrian detection, pedestal, rectangular rapid flashing beacon), monitor structures (inspection,settlement), utilities adjustment (manhole, valve box), tree (protection, root pruning, branch pruning, removal), earthwork (excavation, embankment), and sod along SR A1A and along SR 5 (US 1/Federal Hwy.).

T4649, Martin County, FL
Estimated Project Value: $4.9 Million
The Improvements under this Contract consist of but are not limited to, maintenance of traffic (regular, special detour) earthwork operations, concrete (shoulder barrier wall), retaining wall system, asphalt (base, milling, resurfacing, miscellaneous), guardrail (general, transition, removal, end treatment), signing and pavement markings, drainage (inlets, pipe culvert), and sod along State Road 710/(SW Warfield Blvd) from MP 6.220 to MP 6.606 in unincorporated Martin County.

T6490, Big Pine Key, FL
Estimated Project Value: $3.5 Million
The improvements under this contract consist of emergency operations due to Hurricane Irma along US 1 in Big Pine Key, FL. Scope of work consisted of and Shoreline Reconstruction and Stabilization which included Maintenance of Traffic, Clearing & grubbing of approx. 10 Acres, Excavation of 20,000 CY for keyway trench, installation of 20,000 Tons of Bank & Shore riprap rubble, 5,000 Tons of bedding stone, 13,000 Tons of Lime rock embankment, 7,000 LF of Type B, 8' high Fencing, and milling and resurfacing of 6,000 SY of 1" Asphalt pavement for shared use path.

NW 131st Street, North Miami, FL
Estimated Project Value: $4 Million
This project consisted of installation of on-street parking, drainage, bike lanes, sidewalks, curbs and gutters, landscaping, pavements, street marking and signage along NW 131st street from NW 7th Avenue to NW 17th Avenue. The main scope of work included, 54 Drainage Inlets, 73 Manhole Structures, 155.00 LF of 8" Pipe, 1,534 LF of 18" Pipe, 587 LF of 24" Pipe, 647.00 LF of 30" Pipe, 2,518.00 LF of 36" Pipe, 736 LF of Trench drain, 1,585.00 LF of French Drain.

C-3 Canal, Coral Gables, FL
Estimated Project Value: $6 Million
This project consisted of dredging and disposing of approximately 35,000 CY of existing sediment material from the subsurface of the C-3 canal in Coral Gables, FL extending from SW 57th Avenue to SW Blue Road. The main scope of work included excavation, loading, hauling and disposal of the dredge sediment produced from this project.

Fort Lauderdale Airport Runway Expansion, Fort Lauderdale, FL
Estimated Project Value: $800 Million
This project consisted of replacing a 5,300 general aviation runway with a new 8,000-foot commercial service runway, the airport has been able to increase

its capacity and flexibility in handling larger commercial jets. The main scope of work was to Receive Concrete Debris, process, and crush to produce recycled aggregate material on site at the Fort Lauderdale Airport Run Way Expansion Project. ZEI Produced 3" minus Base material with an LBR greater than 100, Ballast Rock, #57 stone, and A-3 material from our concrete crushing operation. ZEI produce over 600,000 Cubic Yards that were used in the Airport Runway expansion project. Additionally, ZEI produced over 250,000 Cubic yards of LBR 40 embankment material onsite by receiving excavation material from various sources to blend and screen down to 3" minus

Sole Miami, Miami, FL
Estimated Project Value: $4 Billion
This project consisted of developing 184-acre site which was once home to a waste dump. The main scope of work included, Processing and Crushing of concrete debris originating from demolitions, Clearing and Grubbing of existing vegetation, Filling over 40 acres of existing lakes with 600,000.00 CY of crushed concrete.

I-75 Express Segment A/B, Miami/Broward, FL
Estimated Project Value: $235 Millions
This projected consisted of adding express lanes within the I-75 Median; reconstruction, widening, and milling and resurfacing of the I-75 mainline; and other interchange ramp connections, including major improvements to the Miami Gardens Drive interchange. The project also required widening and milling and resurfacing of the adjacent Homestead Extension of Florida's Turnpike (HEFT) mainline to accommodate the express lane connection with I-75. The main scope of work included, Excavating and Crushing of 54,000.00 CY of Rock fill down to 3.5" Minus, 104 Drainage Inlets, 4,200.00 LF of 18" Pipe, 1,200.00 LF of 24" Pipe, 1,050.00 LF of 30" Pipe and 1,500.00 LF of 36" Pipe.

I-95 Express Phase 3A-2, Broward County, FL
Estimated Value: $154 Millions
This project consisted of extending the existing express lanes from just north of Commercial Boulevard to just South of SW 10th Street in Broward County. The main scope of work included, 49 Drainage Inlets, 934.00 LF of 18" Pipe, 127.00 LF of 30" Pipe, 17.00 LF of 42" Pipe, 30.00 LF of 54" Pipe, 60 LF of 60" Pipe, Dewatering and 5 Drainage Control Structures >10'.

SR860 / Miami Gardens Drive Park and Ride Lot, Miami, FL
Estimated Value: $7.1 Millions
This project consisted of the construction of a Park and Ride Lot at State Road No. 860 / Miami Gardens Drive from East of NW 97 Avenue to I-75. The main scope of work included, Clearing and Grubbing of approximatively 10 Acres, 59,790.00 CY of Subsoil Excavation, 2,683.00 CY of Regular Excavation, Placement of 158,094.00 CY of Embankment, 39,000.00 SY of Type B Stabilization, 27,388.00 SY of Base Group 06, 3,357.00 of Base Group 2, 3,890.00 SY of Base Group 9, 49 Drainage Inlets, 1,845.00 LF of 18" Pipe, 956.00 LF of 24" Pipe, 1,389.00 LF of 30" Pipe, 975.00 LF of 30" French Drain, 1,041.00 LF of Edgedrain Draincrete, 614 LF of Pipe Handrail, 2,349.00 LF of Guardrail, 4,873.00 LF of Type B Fence, 19,433.00 SY of Performance Turf, 3,182.00 SY of 9" Concrete Pavement, 1,000.00 LF of Gravity Wall, 1,917.00 LF of Type F Curb and Gutter, 7,590.00 LF of Type D Curb, 1,550.00 LF of Shoulder Gutter and 4,187.00 SY of Concrete Sidewalk.

PGH 31 Bed Clinical Decision Unit, Hialeah, FL
Estimated Project Value: $7 Millions
This project consisted of the construction of a Clinical Decision Unit. The main scope of work included, Demolition of an existing parking lot, Removal of existing Drainage and Sewer system, Building pad for the proposed building,11 Drainage Inlets, 572 LF of 18" Exfiltration Trench and 450 LF of 18" Solid pipe, 11,000.00 SY of Stabilized Subgrade, 11,000.00 SY of 6" Limerock Base, 11,000.00 SY of 2" Asphaltic Concrete, 2,000.00 SY of Concrete Sidewalk and 4,000.00 LF of Type D curb.

South Florida Autism Charter School, Hialeah, FL
Estimated Project Value: $4.5 Millions
This project consisted of developing 8.5 acres for the construction of a charter school. The main scope of work included, Clearing and Grubbing, Removal and Disposal of 35,000.00 CY of Muck and placement of 35,000.00 CY of Embankment, Installation of 2,000 LF of 12" DIP Water Main, 1,600 LF of Gravity sanitary Sewer main with 10 manholes, Storm Drain Consisting of 1,210 LF of 24" French Drain, 350 LF of 15" French Drain, 1925 LF of Solid Storm Pipe 0"-24", 6 Catch Basins, and 4 Manholes. Placement of 5,620 SY of Asphalt pavement for new road way with required Subgrade, Base, and Sings & Markings. Installation of 9,020 SF of Concrete Sidewalk and 3,185 LF of 2' Type F Curb & Gutter.

RPQ T2483, Miami-Dade, FL
Estimated Project Value: $3 Million
This project consisted of installation of 14,000 LF of 8" gravity sewer between depth of 4' and 22', 39 manholes, 3,100 lf of 8" force main, 1,460 SY of Type "I" asphaltic concrete, 5,498 SY., 19,116 SY of Type "V" asphaltic concrete surface course.

RPQ T2484, Miami-Dade, FL
Estimated Project Value: $3 Million
This project consisted of installation of 9,000 LF of 8" gravity sewer between depth of 4' and 22', 33 manholes, 3,000 lf of 8" force main, 2,392 SY of Type "I" asphaltic concrete, 3,079 SY of Type "II" asphaltic concrete, 22,586 SY of Type "V" asphaltic concrete surface course.

Reconstruction of SW 1st Street from SW 7th Ave to US 27 & SW 7th Ave from South Terminus to MLK Blvd., Palm Beach County, FL
Estimated Project Value: $2.5 Million
This project was a reconstruction of Two Roads with installation of new drainage. The project consisted of placement of 786 Tons of Superpave Asphalt Concrete, 8523 SY of Geosynthetic Reinforced Foundation over soft soil, 1154 SY of Type B stabilization, 7455 SY of Optional Base Group 09, 27 drainage structures, 1600 LF of 18" Round Pipe Culvert, 4500 SY of Concrete Sidewalks, 1125 Type A Fencing 0-5'

RÉSUMÉ

JAWAID KARAMAT

931 SW 113th Terrace, Pembroke Pines, FL-33025, U.S.A.
Mobile Phone: 305-608-1729, E-mail: jkaramat@zahlene.com

Qualification Summary

More than 15 years of combined Professional Experience in Civil, Building and Marine Construction, Project Management, Estimation, Costing and Quality Control with Bachelor of Science in Civil Engineering, Master Degrees in Construction Management and Computer Information Systems.

Professional Strengths:

- Proactive Management
- Multi-tasking
- Contract Negotiations
- Excellent Education
- Strong Work Ethics
- Team Player
- Project Closeout
- Construction Scheduling
- Extensive Training
- Flexibility
- Detail Orientated
- Pay Application Review
- Construction Estimator
- Years of Professional Experience
- Procurement/Buyouts

Brief Profile:

- Successfully managed several multimillion-dollar projects for City of Sunny Isles Beach- Miami Dade County, Brevard County, City of Dania Beach, City of Jacksonville, Florida Department of Environmental Protection, School Board of Broward County, & School Construction Authority, New York City, NY.
- Directed multiple units, teams, locations and projects simultaneously in South Florida & New York City, NY
- Completed several projects within scope, time and budget, to satisfaction level of clients.
- Expert in ensuring compliance of plans and specifications for construction projects.
- Seasoned in liaison and coordination with clients, city authorities, architects, designers and project managers.
- Extensive use of project management and estimating software's like Timberline, Prolog, R.S. Means, Progen, and Planswift8.7
- Managed projects totaling in excess of $100M for various public agencies in South Florida and New York
- Energetic and self-starter with capacity to work under diverse environments, high stress and fast paced situations.
- Reputation for honesty, integrity and a genuine passion for achieving goals for self and the team.

Professional Experience:

1. SENIOR ESTIMATOR: Zahlene Enterprises Inc., *(ZEI)* Medley, FL (Feb.19th, 2018 -Till Date)
ZEI is a leading contractor in site work, site remediation, land development, mobile crushing & screening, aggregate & soil sales, hauling & recycling including contaminated soil disposal & remediation company of South Florida.

- Major responsibilities includes preparing/or coordinating the preparation of full estimates on large and complex projects as required by client's documents and provides complete conceptual and total bid price. Work with Operations to quantify logistics involved.
- Effectively determine the bid strategies required for the company to be successful; develop the estimating plan; coordinate and supervise the estimating team.

- Review drawings, specifications and all other construction documents. Make senior management aware of design-related problems, completeness of documents and other potential risks.

2. **PROJECT MANAGER:** Shoreline Foundation Inc., Pembroke Park, FL (Sept.19, 2011 to Feb.16th 2018)
SFI Inc is a leading contractor in heavy marine, civil construction and deep foundations company of South Florida with an annual peak time turnover of $50-$60 million.

- **Project Manager** for **Historic Sunny Isles Beach/Newport Fishing Pier (the "Pier") Project**. The main scope of work included, Demolition of Existing Restaurant & Fishing Pier, MOT & Traffic Control, Surveying, Sitework, Concrete Substructure, Reinforcing Steel Substructure, Prestressed Double Twin Beams, Protection of Existing Structures, Prestressed Concrete Piling, Test Piles-Prestressed Concrete, Auger Piling, Coast Guard Coordination, Environmental Protection, Bridge Deck, Handrail, Restaurant Structure & Finishes, Mechanical (HVAC), Plumbing, and Electrical & Lighting etc.

- **Project Manager** for **Griffis Landing Phase-1 Shoreline Stabilization Project.** The main scope of work included, Construction of Boat Ramp, Construction of (6) six Finger Pier to accommodate the mooring of 12 Vessels, Installation of Coquina Rock (Rip Rap) along the Shoreline, Construction of Gravity Wall, Construction of 184'long x12' Wide Pedestrian Bride & Installation of (4) four Navigational Markers.

- **Project Manager** for **St. Andrew State Park-Gator Lake Shoreline Stabilization Project.** The main scope of work included, Construction of (4) Four Segmented Breakwater Structures, (1) One Groin Structure, Four Signs & Marine Navigational Lights on Timber Piles.

- **Project Manager for Catherine Street Bulkhead Repairs Project in Jacksonville**. The main scope of work included demolition, installation of sheet piles, installation of H-Piles, concrete work, backfill, removal of existing sheet piling and paver installation.

- **Assistant Project Manager for the Construction of 600 LF Heavy Lift Cargo Dock 16-Port of Brownsville-Texas.** Major dock items include, furnishing and installation of steel sheet piling, precast-Prestressed concrete piles, steel pipe piles and H-piles, 2 multi-pile mooring structures, reinforced concrete relieving platform with post tensioning, shoreline stabilization with articulating concrete block revetment mats, ballast, concrete pavement, molded and extruded fenders. Major yard items include site excavation, backfilling, mechanical dredging, geogrid, geotextile, crushed stone base course, hot mix asphaltic concrete pavement, concrete pavement, site lighting, underground electrical, potable water, sanitary sewer, masonry restroom facility, parking facility and other miscellaneous site improvements.

3. **PROJECT MANAGER/ESTIMATOR:** Grace & Naeem Uddin Inc, FL (Nov. 2004 to Sept.15th, 2011)
GNU Inc is a leading general contracting and construction management company of South Florida with an annual peak time turnover of $30-$40 million.

- Joined as Project Manager & Estimator taken charge of several existing and new projects.
- The challenges undertaken were to successfully manage multiple projects at the same time with available resources within scope, time and budget.
- Besides other projects, School Board of Broward County, Florida was one of the major clients for which construction projects were managed at their various public schools.
- Company's revenues jumped by more than 100% each successive year since being part of the team.
- Some basic responsibilities included to analyze blue prints, specifications, related project documents etc. for estimating and costing. Coordinate with clients, city authorities, architects, designers and other managers in project execution and management.
- Field supervision, specification compliance, inspection, process change orders and requests for information (RFI), preparation of schedule of values, quantity take off, and material buyouts were some other routine work and engagements.

4. PROJECT ENGINEER: MKM Construction Services Inc, New York City, NY (Jan 2003 to Oct. 2004)
MKM Construction Services Inc was a decent contracting company in tri-state area, with revenues exceeding $50 million per annum.

- As a Project Engineer in MKM Construction Services Inc. consulted with clients, vendors and subcontractors to formulate estimates, discuss proposals and resolve issues.
- Supervised several projects for School Construction Authority, New York City, NY.
- Coordinated with city authorities, architects, project managers for various construction projects in Tri-State area.
- Analyzed blueprints, specifications, proposals and other documentation to prepare time, cost and labor estimates for products, projects and services.
- Was responsible for specification compliance, inspection and safety at the job site.

Education and Academic Awards:

2009-MS (Construction Management), Florida International University Miami-U.S.A
Completed several course projects in Estimating, Value Engineering, Construction Cost Control, Quality Management, Codes & Regulations etc.

2002-MS (Computer Information Systems), University of Detroit-Mercy- Detroit-U.S.A

1994-BS (Civil Engineering), NED University of Engineering & Technology, Karachi.

Training & Memberships:

- OSHA (10 Hours) Workplace Safety Training
- Qualified Rigger & Signal Person
- Member Project Management Institute (PMI)
- Member of American Society of Civil Engineers (ASCE)
- Member, Pakistan Engineering Council
- Member Alumni Associations: Florida International University, Miami, Florida; University of Detroit-Mercy, Detroit, USA, NED University of Engineering & Technology, Karachi.

Computer Skills:

Proficient in the use Project Management and Estimating Software's like Timberline, Prolog, R.S. Means., Progen, Plan swift 8.7, Microsoft Project, Primavera, Excel, Word, Outlook and Power Point programs for end user computing.

Enrique Romero

General Superintendent

Enrique Romero has been with Zahlene Enterprises for 13 years. Well-versed General Superintendent with over 18 years' proficiency in underground and roadway construction work. Projects include managing multiple crews and subcontractors on Florida Department of Transportation highway construction, public and private job sites. Work scopes range from repairs to new site construction and roadway reconstruction.

YEARS OF EXPERIENCE

18 years of experience within the site development, Highway, roadway, mining, commercial and residential development.

PROJECT EXPERIENCE (Partial List)

T4605, West Palm Beach, FL
Estimated Project Value: $14 Million
The improvements under this contract consist of, but are not limited to, maintenance of traffic (standard, temporary signalization and maintenance, temporary traffic detection and maintenance), litter removal and mowing, monitor existing structures (inspection, settlement, vibration), sediment protection (barrier, floating, inlet), earthwork (clearing, grubbing, excavation),concrete (removal, curb, curb and gutter, valley gutter, traffic separator, sidewalk, driveways), asphalt (base, milling, superpave, friction course), traffic monitoring (site sensor, site inductive loop, cabinet F&I, cabinet remove), signing (single-post, multi-post, tubular, object, panel), pavement markings (detectable, raised, painted, thermoplastic, bike lane), lighting (conduit, pull/splice box, conductors, pole complete, luminaire, cable distribution system), signalization (conduit, cable F&I, cable remove, aluminum pole and pedestal, aluminum pole remove, steel mast arm, vehicular signal, pedestrian signal, pedestrian detector, loop assemble, controller modify, controller remove), electrical (service F&I, service transformer, load center), drainage (inlets, pipe culvert, pipe lining), manholes (partial, adjust), tree (protection, pruning, relocate), utilities (place out of service, pipe, fittings, structure, slab, valve/meter box, fire hydrant relocate), irrigation system, and sod along SR 802 (Lake Worth Rd.).

T4576, Port Saint Lucie, FL
Estimated Project Value: $12 Million
The improvements under this contract consist of, but are not limited to, roadway reconstruction, milling resurfacing, widening, concrete (sidewalk, driveway, curb and gutter, patterned) earthwork, drainage, monitor existing structures (inspection and settlement), lighting, signalization, landscaping, irrigation, utility work, signage (single and multi-post), pavement markings(painted, thermoplastic) and sod along Port St. Lucie Blvd.

E4T70, Miramar, FL
Estimated Project Value: $8 Million
The improvements under this contract consist of building a new 14 Acre park and ride facility accessed from State Road 824 (Pembroke Road) in the City of Miramar, Broward County. Scope of work consisted of asphaltic concrete (subgrade, base, friction course), excavation and embankment, drainage system (pipe culvert, inlets, manholes, French drain), concrete (bus shelter pad, curb, sidewalk, driveways, bumper guards), signing (single post, panel), railing, pavement markings (painted, thermoplastic, detectable warnings), lighting (conduit, pull/splice box, conductors, load center, poles), mast arm (steel), bollards, fencing and fence gate, access gate, solar phone tower, monitor existing structures (inspection and settlement, vibration), utilities (pipe, fixtures, fire hydrant), architectural elements (bus shelter), amenities (bicycle rack, trash receptacle), landscaping and sod.

E4V54, West Palm Beach, FL
Estimated Project Value: $7 Million
The Improvements under this Contract consist of, but are not limited to, maintenance of traffic (standard, temporary barrier,temporary crash cushion, temporary signalization and maintenance, temporary traffic detection and maintenance), environmental (sediment barrier, turbidity barrier, inlet protection), litter and mowing, monitor existing structures (inspection, settlement,vibration), earthwork (excavation, embankment), concrete (curb, gutter, sidewalk, driveways), asphalt (base, milling, superpave,friction course), drainage (inlets, manholes, pipe culvert), signing (single-post, object marker, delineator, panel internallyilluminated), pavement markings (detectable, raised, painted, thermoplastic, bike lane), conduit, pull/splice box, ITSFMdocumentation (subsurface, location), signalization (signal cable, fiber optic cable, communication cable, concrete service pole, aluminum signals pole, pole removal, steel mast arm, vehicular signal, pedestrian signal, pedestrian detector, loop assembly,controller), ITS (cabinet removal, cabinet F&I, CCVT, ethernet), electrical (power service F&I, power service remove, service wire, service disconnect), traffic monitoring (vehicle sensor, inductive loop, cabinet) lighting (luminaire with

bracket), utilities (manhole adjustment, valve box adjustment, pipe removal, pipe F&I, fittings, fixtures, fire hydrant F&I, fire hydrant removal), and sod along State Road 809 (Military Trail) at State Road 882 (Forest Hill Boulevard) for 0.705 miles in the Village of Palm Springs and the City of Greenacres, Palm Beach County.

T4598, Indian River, FL
Estimated Project Value: $5.7 Million
The improvements under this contract consist of, but are not limited to, curb and gutter, traffic separator, sidewalk (flexible jointsystem, detectable warning), driveways, asphalt (base, milling, resurfacing, friction course), pedestrian handrail, drainage (inlets,pipe culvert), signing (single-post, object marker, delineator), pavement markings (raised marker, painted, thermoplastic, greenbike lane), lighting (conductors, pole complete, luminaire, cable distribution), electrical (power service), signalization (signal pole,vehicular detection, pedestrian detection, pedestal, rectangular rapid flashing beacon), monitor structures (inspection,settlement), utilities adjustment (manhole, valve box), tree (protection, root pruning, branch pruning, removal), earthwork (excavation, embankment), and sod along SR A1A and along SR 5 (US 1/Federal Hwy.).

T4649, Martin County, FL
Estimated Project Value: $4.9 Million
The Improvements under this Contract consist of but are not limited to, maintenance of traffic (regular, special detour) earthwork operations, concrete (shoulder barrier wall), retaining wall system, asphalt (base, milling, resurfacing, miscellaneous), guardrail (general, transition, removal, end treatment), signing and pavement markings, drainage (inlets, pipe culvert), and sod along State Road 710/(SW Warfield Blvd) from MP 6.220 to MP 6.606 in unincorporated Martin County.

T6490, Big Pine Key, FL
Estimated Project Value: $3.5 Million
The improvements under this contract consist of emergency operations due to Hurricane Irma along US 1 in Big Pine Key, FL. Scope of work consisted of and Shoreline Reconstruction and Stabilization which included Maintenance of Traffic, Clearing & grubbing of approx. 10 Acres, Excavation of 20,000 CY for keyway trench, installation of 20,000 Tons of Bank & Shore riprap rubble, 5,000 Tons of bedding stone, 13,000 Tons of Lime rock embankment, 7,000 LF of Type B, 8' high Fencing, and milling and resurfacing of 6,000 SY of 1" Asphalt pavement for shared use path.

Reconstruction of SW 1st Street from SW 7th Ave to US 27 & SW 7th Ave from South Terminus to MLK Blvd., Palm Beach County, FL
Estimated Project Value: $2.5 Million
This project was a reconstruction of Two Roads with installation of new drainage. The project consisted of placement of 786 Tons of Superpave Asphalt Concrete, 8523 SY of Geosynthetic Reinforced Foundation over soft soil, 1154 SY of Type B stabilization, 7455 SY of Optional Base Group 09, 27 drainage structures, 1600 LF of 18" Round Pipe Culvert, 4500 SY of Concrete Sidewalks, 1125 Type A Fencing 0-5'

RPQ T2483, Miami-Dade, FL
Estimated Project Value: $3 Million
This project consisted of installation of 14,000 LF of 8" gravity sewer between depth of 4' and 22', 39 manholes, 3,100 lf of 8" force main, 1,460 SY of Type "I" asphaltic concrete, 5,498 SY , 19,116 SY of Type "V" asphaltic concrete surface course.

RPQ T2484, Miami-Dade, FL
Estimated Project Value: $3 Million
This project consisted of installation of 9,000 LF of 8" gravity sewer between depth of 4' and 22', 33 manholes, 3,000 lf of 8" force main, 2,392 SY of Type "I" asphaltic concrete, 3,079 SY of Type "II" asphaltic concrete, 22,586 SY of Type "V" asphaltic concrete surface course.

T4594 - Oakland Park Improvements,
Estimated Project Value: $1.99Million
The improvements under this contract consist of earthwork, monitor of existing structures, Regular excavation, Optional Base Group and Asphaltic concrete and Superpave, Drainage system of pipe in different sizes included, manhole and valve boxes adjustments, modifications of the irrigations systems and sodding over Oakland Park, Fl.

I-75 Express Segment A/B, Miami/Broward, FL
Estimated Project Value: $235 Millions
This projected consisted of adding express lanes within the I-75 Median; reconstruction, widening, and milling and resurfacing of the I-75 mainline; and other interchange ramp connections, including major improvements to the Miami Gardens Drive interchange. The project also required widening and milling and resurfacing of the adjacent Homestead Extension of Florida's Turnpike (HEFT) mainline to accommodate the express lane connection with I-75. The main scope of work included, Excavating and Crushing of 54,000.00 CY of Rock fill down to 3.5" Minus, 104 Drainage Inlets, 4,200.00 LF of 18" Pipe, 1,200.00 LF of 24" Pipe, 1,050.00 LF of 30" Pipe and 1,500.00 LF of 36" Pipe.

I-95 Express Phase 3A-2, Broward County, FL

Estimated Value: $154 Millions

This project consisted of extending the existing express lanes from just north of Commercial Boulevard to just South of SW 10th Street in Broward County. The main scope of work included, 49 Drainage Inlets, 934.00 LF of 18" Pipe, 127.00 LF of 30" Pipe, 17.00 LF of 42" Pipe, 30.00 LF of 54" Pipe, 60 LF of 60" Pipe, Dewatering and 5 Drainage Control Structures >10'.

SR860 / Miami Gardens Drive Park and Ride Lot, Miami, FL

Estimated Value: $7.1 Millions

This project consisted of the construction of a Park and Ride Lot at State Road No. 860 / Miami Gardens Drive from East of NW 97 Avenue to I-75. The main scope of work included, Clearing and Grubbing of approximatively 10 Acres, 59,790.00 CY of Subsoil Excavation, 2,683.00 CY of Regular Excavation, Placement of 158,094.00 CY of Embankment, 39,000.00 SY of Type B Stabilization, 27,388.00 SY of Base Group 06, 3,357.00 of Base Group 2, 3,890.00 SY of Base Group 9, 49 Drainage Inlets, 1,845.00 LF of 18" Pipe, 956.00 LF of 24" Pipe, 1,389.00 LF of 30" Pipe, 975.00 LF of 30" French Drain, 1,041.00 LF of Edgedrain Draincrete, 614 LF of Pipe Handrail, 2,349.00 LF of Guardrail, 4,873.00 LF of Type B Fence, 19,433.00 SY of Performance Turf, 3,182.00 SY of 9" Concrete Pavement, 1,000.00 LF of Gravity Wall, 1,917.00 LF of Type F Curb and Gutter, 7,590.00 LF of Type D Curb, 1,550.00 LF of Shoulder Gutter and 4,187.00 SY of Concrete Sidewalk.

PGH 31 Bed Clinical Decision Unit, Hialeah, FL

Estimated Project Value: $7 Millions

This project consisted of the construction of a Clinical Decision Unit. The main scope of work included, Demolition of an existing parking lot, Removal of existing Drainage and Sewer system, Building pad for the proposed building,11 Drainage Inlets, 572 LF of 18" Exfiltration Trench and 450 LF of 18" Solid pipe, 11,000.00 SY of Stabilized Subgrade, 11,000.00 SY of 6" Limerock Base, 11,000.00 SY of 2" Asphaltic Concrete, 2,000.00 SY of Concrete Sidewalk and 4,000.00 LF of Type D curb.

South Florida Autism Charter School, Hialeah, FL

Estimated Project Value: $4.5 Millions

This project consisted of developing 8.5 acres for the construction of a charter school. The main scope of work included, Clearing and Grubbing, Removal and Disposal of 35,000.00 CY of Muck and placement of 35,000.00 CY of Embankment, Installation of 2,000 LF of 12" DIP Water Main, 1,600 LF of Gravity sanitary Sewer main with 10 manholes, Storm Drain Consisting of 1,210 LF of 24" French Drain, 350 LF of 15" French Drain, 1925 LF of Solid Storm Pipe 0"-24", 6 Catch Basins, and 4 Manholes. Placement of 5,620 SY of Asphalt pavement for new road way with required Subgrade, Base, and Sings & Markings. Installation of 9,020 SF of Concrete Sidewalk and 3,185 LF of 2' Type F Curb & Gutter.

Lucida Phase 1, Miami Lakes, FL

Estimated Project Value: $1 Million

This project consisted of developing 3 Acres for the construction of apartment buildings. The main scope of work included, Clearing and Grubbing, Removal and Disposal of 20,000.00 CY of Muck and Placement of 20,000.00 CY of Embankment.

Fort Lauderdale Airport Runway Expansion, Fort Lauderdale, FL

Estimated Project Value: $800 Million

This project consisted of replacing a 5,300 general aviation runway with a new 8,000-foot commercial service runway, the airport has been able to increase its capacity and flexibility in handling larger commercial jets. The main scope of work was to Receive Concrete Debris, process, and crush to produce recycled aggregate material on site at the Fort Lauderdale Airport Run Way Expansion Project. ZEI Produced 3" minus Base material with an LBR greater than 100, Ballast Rock, #57 stone, and A-3 material from our concrete crushing operation. ZEI produce over 600,000 Cubic Yards that were used in the Airport Runway expansion project. Additionally, ZEI produced over 250,000 Cubic yards of LBR 40 embankment material onsite by receiving excavation material from various sources to blend and screen down to 3" minus.

Utility Scope of Work Summary

Project: FDOT Project E4T70 – Park and Ride Lots at Miramar Blvd and Hiatus Rd

County: Broward

Proposal: E4T70 – Call Order 001 | District 04

Letting Date: May 15, 2020

Contract Days: 495

Proposal Estimate: $8,049,700.00

Contact Emails:

- Andres Penaloza: apenaloza@castilloeng.com , Cell: 305-799-8819
- Andres Diaz: adiaz@castilloeng.com , Cell: 786-877-8572

The utility scope of work for Project E4T70 involves a series of water and sewer installations and fixture setups required to support the new Park and Ride facilities in the City of Miramar. The project calls for the furnishing and installation of approximately 2,410 linear feet of 6-inch ductile or cast-iron utility pipe for water and sewer systems. To complement this piping network, utility fixtures are included, specifically two 6-inch backflow assemblies, two tapping sleeves for water connections, and seventeen 6-inch valve assemblies to manage water flow and system isolation.

In addition, fire protection infrastructure is addressed with the installation of nine new 6-inch traffic-rated fire hydrants featuring a 3-way outlet configuration (2 hose connections and 1 pumper), while one existing fire hydrant will be removed from the site. These elements are critical to ensuring the water distribution system's functionality and public safety compliance within the facility. All utility components will be integrated into the broader infrastructure, which includes drainage, lighting, signalization, architectural elements, and amenities as part of the comprehensive park and ride development.

Utility Scope of Work Summary

Project: FDOT Project T4605 – SR 802 (Lake Worth Rd)

Location: From Raulerson Dr to Palm Beach State College Entrance Rd

Letting Date: 05/25/2022

FDOT Proposal: T4605

District: 04 – Palm Beach County

Total Length: 1.862 miles

Contact Emails:

- Chris Charvat: ccharvat@eismanrusso.com , Cell: 954-275-8327
- Ido Shimony: ishimony@eismanrusso.com , Cell: 954-579-4892

The utility scope of work for FDOT Project T4605 includes both the abandonment and installation of underground utility infrastructure. Existing utility pipes ranging in diameter from 2 inches to 19.9 inches will be plugged and placed out of service, totaling nearly 9,000 linear feet. New installations include water and sewer utility pipes made of polyvinyl chloride and ductile/cast iron, varying in size from 2 inches to 12 inches. The project includes the installation of 40 linear feet of 2" PVC, 1,600 linear feet of 4" ductile iron, 225 linear feet of 6" ductile iron, 8,850 linear feet of 8" ductile iron, and 350 linear feet of 12" ductile iron pipe.

Numerous utility fittings will be installed to support these systems, including elbows, tees, reducers, unions, and caps/plugs, primarily in 8" and 12" diameters. A total of over 70 ductile/cast iron fittings will be used throughout the project. In addition, both above and below ground utility structures will be addressed. One large below-ground structure will be installed and another modified, while nine above-ground utility pads with covers will also be constructed.

Utility fixtures make up a significant portion of the scope. These include the installation, adjustment, and removal of valve and meter boxes; tapping sleeves for 6" and 12" lines; valve assemblies in 4", 6", 8", and 12" sizes; and vacuum/air release assemblies. The project also includes line stop assemblies for 4", 6", and 8" pipes and over 240 mechanical joint restraints, primarily 8" in size. Sample points will be installed and removed for 8" pipelines.

In support of these utility modifications, related concrete work includes removing 335 square yards of existing concrete, installing 80 linear feet of new concrete curb and gutter, and placing 250 square yards of new 4-inch thick concrete sidewalk and driveways. Additionally, eight fire hydrants will be relocated as part of the utility coordination effort.

Utility Scope of Work Summary

Project: FDOT Project T4576 – Port St. Lucie Blvd Improvements

Limits: From South of Alcantarra Blvd to South of Darwin Blvd

Proposal: T4576 – Call Order 001 | District 04 – St. Lucie County

Letting Date: July 28, 2021

Project Length: 0.713 miles

Proposal Estimate: $11,967,909.00

Contact Email:

- Carlos Camacho: ccamacho@cityofpsl.com , Cell: 772-579-0734

The utility scope of work for the Port St. Lucie Blvd improvement project encompasses a comprehensive overhaul and expansion of underground water infrastructure. It begins with the removal and disposal of over 7,900 linear feet of existing utility pipes ranging from 2 to 19.9 inches in diameter. Following this, a new water and sewer system will be constructed using various sizes of polyvinyl chloride (PVC) pipe. The new installations include 2, 3, 4, 6, 8, 12, and 16-inch pipes totaling more than 8,000 linear feet, with the largest single category being 3,760 feet of 16-inch pipes.

To support these pipelines, the project includes the installation of a wide range of PVC fittings such as elbows, tees, reducers, unions, and crosses—many of which are for the large 16-inch lines. Additionally, underground structures will be adjusted, and 20 valve/meter boxes will be realigned for integration into the new layout. Essential control components will also be installed, including numerous tapping sleeves and valve assemblies for sizes ranging from 4 to 16 inches. Line stop assemblies are specified as well for system maintenance, also in multiple diameters.

A robust number of mechanical joint restraints will be installed—especially for the 16-inch lines, with 360 units planned—ensuring system durability under pressure. The scope

further includes the installation of sample points for quality assurance at multiple pipe sizes (6", 8", 12", and 16"). Finally, fire protection infrastructure is addressed through the installation of seven new 6-inch standard fire hydrants, each with two hose connections.

Overall, the utility work under this project represents a significant upgrade to the water and sewer infrastructure along Port St. Lucie Blvd, integrating new systems with long-term durability and maintenance capabilities.

1165

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amanda Nogues
Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7135 E-MAIL ADDRESS: amanda.nogues@eigrisk.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Zahlene Enterprises, Inc. 11300 NW 97th Avenue Medley FL 33178	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: National Fire Insurance Co of Hartford	20478
	INSURER C: Continental Casualty Company	20443
	INSURER D: Bridgefield Casualty Insurance	10335
	INSURER E: AGCS Marine Insurance Company	22837
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 25-26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7011978097	03/26/2025	03/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7011978102	03/26/2025	03/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $			7011978133	03/26/2025	03/26/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-63330	03/26/2025	03/26/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Equipment Floater/ Commercial Property			MXI9307982453756	03/26/2025	03/26/2026	Rented/Leased Equip Business Personal Prop	$400,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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004875

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7174362

BUSINESS NAME/LOCATION
ZAHLENE ENTERPRISES INC
11300 NW 97TH AVE
MEDLEY FL 33178–1301

RECEIPT NO.
RENEWAL
7453633

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ZAHLENE ENTERPRISES INC
JORDAN M ZAHLENE, QUALIFIER

Worker(s) 1

SEC. TYPE OF BUSINESS
196 SUB-GENERAL BLDG CONTRACTOR
CBC1257155

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/25/2024
PTBTE–24–011809

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/taxc[illegible]er

006151

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7234292

BUSINESS NAME/LOCATION
ZAHLENE ENTERPRISES INC
11300 NW 97TH AVE
MEDLEY FL 33178–1301

RECEIPT NO.
RENEWAL
7520035

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ZAHLENE ENTERPRISES INC
C/O BEATRIZ C ZAHLENE PRES

Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1524754

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/25/2024
PTBTE–24–011809

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.

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For more information, visit www.miamidade.gov/taxcollector

004876

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7174363

BUSINESS NAME/LOCATION
ZAHLENE ENTERPRISES INC
11300 NW 97TH AVE
MEDLEY FL 33178–1301

RECEIPT NO.
RENEWAL
7453634

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ZAHLENE ENTERPRISES INC
JORDAN M ZAHLENE, QUALIFIER

Worker(s) 1

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
CUC1225056

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/25/2024
PTBTE–24–011809

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For more information, visit www.miamidade.gov/taxcollector

006150

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7234289

BUSINESS NAME/LOCATION
ZAHLENE ENTERPRISES INC
11300 NW 97TH AVE
MEDLEY FL 33178–1301

RECEIPT NO.
RENEWAL
7520032

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ZAHLENE ENTERPRISES INC
JORDAN M ZAHLENE, QUALIFIER

Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E1500461

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/25/2024
PTBTE–24–011822

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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

001220

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

3981090

BUSINESS NAME/LOCATION
ZAHLENE ENTERPRISES INC
11300 NW 97TH AVE
MEDLEY FL 33178–1301

RECEIPT NO.
RENEWAL
4154852

EXPIRES
SEPTEMBER 30, 2025
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
ZAHLENE ENTERPRISES INC
C/O BEATRIZ C ZAHLENE, PRES

Employee(s) 0

SEC. TYPE OF BUSINESS
220 TANGIBLE PERSONAL PROP DLR

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 09/25/2024
PTBTE–24–011809

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.

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For more information, visit www.miamidade.gov/taxcollector

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

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dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1524754 ISSUED: 08/19/2024
CERTIFIED GENERAL CONTRACTOR
ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1524754 **EXPIRATION DATE: AUGUST 31, 2026**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.
11300 NW 97TH AVE
MEDLEY FL 33178

ISSUED: 08/19/2024

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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TALLAHASSEE FL 32399-0783

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CBC1257155 ISSUED: 08/19/2024
CERTIFIED BUILDING CONTRACTOR
ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CBC1257155 **EXPIRATION DATE: AUGUST 31, 2026**

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.
11300 NW 97TH AVE
MEDLEY FL 33178

ISSUED: 08/19/2024

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1225056 ISSUED: 08/19/2024
CERT UNDERGROUND & EXCAV CNTR
ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CUC1225056 **EXPIRATION DATE: AUGUST 31, 2026**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAHLENE, JORDAN M
ZAHLENE ENTERPRISES INC.
11300 NW 97TH AVE
MEDLEY FL 33178

ISSUED: 08/19/2024

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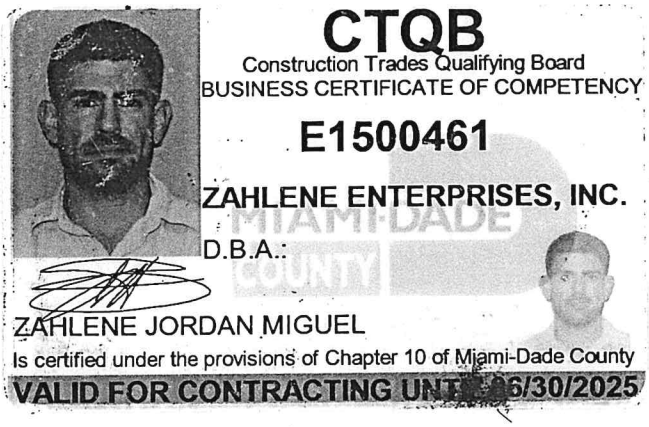

CTQB

Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

E1500461

ZAHLENE ENTERPRISES, INC.

D.B.A.:

ZAHLENE JORDAN MIGUEL

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 06/30/2025

QUALIFYING TRADE(S)

0002 PLANT CONSTRUCT
0003 PIPE LINE ENG

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Alessia Bencomo, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO EXPRESS, INC. TO PROVIDE SIDEWALK IMPROVEMENTS ON SW 184TH STREET; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS ($86,757.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - SW 184 Street.doc
Reso - SW 184 Street.doc
Proposal - MEI MPDF.pdf

To: Honorable Mayor and Village Council

Date: August 1, 2025

From: Nick Marano, Village Manager

Re: Sidewalk Improvements – SW 184th Street

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO EXPRESS, INC. TO PROVIDE SIDEWALK IMPROVEMENTS ON SW 184TH STREET; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS ($86,757.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

In order to improve pedestrian safety along Village sidewalk infrastructure, the Village has set aside a budget for fiscal year 2024-2025 in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) for new sidewalk construction. The Public Services Department is tasked to identify gaps in existing sidewalk infrastructure that should be completed.

RECOMMENDATION:

Administration recommends the approval for the selection of Metro Express, Inc. and enter into a contract with said Company to improve the sidewalk on SW 184th Street. The Village currently has an existing contract with Metro Express, Inc. for annual sidewalk repairs and construction.

FISCAL IMPACT:

The 2024-2025 fiscal budget assigned $150,000.00

Attachments:

A. Proposal – Metro Express, Inc.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF METRO EXPRESS, INC. TO PROVIDE SIDEWALK IMPROVEMENTS ON SW 184TH STREET; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS AND ZERO CENTS ($86,757.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Alessia Bencomo, Procurement Specialist)*

WHEREAS, in order to provide for public safety along pedestrian facilities, the Public Services Department is tasked to identify sidewalk infrastructure gaps; and

WHEREAS, funding in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) has been allocated in fiscal year 2024-2025 for such improvements; and

WHEREAS, the Village currently has an existing contract with Metro Express, Inc. for annual sidewalk repairs and new construction; and

WHERAS, the Village wishes to proceed with the selection of Metro Express, Inc. to provide sidewalk improvements on SW 184th Street.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The Village Manager is authorized to negotiate and enter into a contract with Metro Express, Inc., and issue a purchase order in the amount not to exceed Eighty-Six Thousand Seven Hundred Fifty-Seven Dollars and Zero Cents ($86,757.00) to provide sidewalk improvements on SW 184th Street.

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 _____

Metro Express, Inc.
State Wide General Engineering Contractors
CGCO50965- E-201301

Licensed
Insured
Bonded

PROPOSAL

Quote No.	DEPB-073125-01		Date: 7/31/2025
To:	Village of Palmetto Bay 9495 SW 180th Street Palmetto Bay, FL 33157		
Contact	Danny Casals		Cell:
	Phone: 305-969-5011	Fax: 305-969-5091	email: dcasals@palmettobay-fl.gov
Job:	Sidewalk Improvements at SW 184th ST / Eureka DR (SW 82nd AVE to OCR)		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

The job will include and be limited to the following:	Unit	Qty	UP	Total
Concrete Sidewalk, special conditon, 4" thick	SF	10000	5.50	55,000.00
Cast in Place ADA Mat Yellow	EA	7	325.00	2,275.00
Replace Water Meter Box	EA	1	400.00	400.00
Remove existing Palm Tree	EA	10	600.00	6,000.00
Relocate existing Sign	EA	2	150.00	300.00
Regrade Swale	SF	9900	1.00	9,900.00
Sod installation	SF	11550	1.00	11,550.00
Striping, yellow, solid, 6"	LF	300	2.00	600.00
Striping, white, solid, 12"	LF	150	2.75	412.50
Striping, white, solid, 24"	LF	45	5.50	247.50
RPM	EA	12	6.00	72.00

Additional Notes: (Special Notes on Page#2)
Permit with MDC by Palmetto Bay if needed
Palmetto Bay will provide layout for sidewalk and Surveyor when needed
Irrigation Pipe and Heads to be relocated by Palmetto Bay.
Existing Wall is cracked (OCR/78 CT), needs release of liability letter.

TOTAL **$86,757.00**

GENERAL NOTES: **All other job not listed above will be billed at additional charge. **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc. **Not responsible for area not ready, cars or any other obstacle in the area of work. **All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum showm above, with payment to be made within 3 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 15 DAYS AND IS VOID THREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: D.T.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outilne above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: _____ _____
name signature

DATE: _____

Metro Express, Inc.
State Wide General Engineering Contractors
CGCO50965- E-201301

Licensed
Insured
Bonded

PROPOSAL

Quote No.	DEPB-073125-01		Date: 7/31/2025
To:	Village of Palmetto Bay 9495 SW 180th Street Palmetto Bay, FL 33157		
Contact	Danny Casals		Cell:
	Phone: 305-969-5011	Fax: 305-969-5091	email: dcasals@palmettobay-fl.gov
Job:	Sidewalk Improvements at SW 184th ST / Eureka DR (SW 82nd AVE to OCR)		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:

SPECIAL NOTES:

Please pay attention to the notes as there are pre-existing conditions in the location of the project that are outside the scope of work.
**There is existing cracks to the wall along SW 184 ST between OCR & 78 CT.
(This needs to be addressed by a release of claim Letter before commencement)
**There is an existing irrigation line that will need to relocated by others.
**There is plenty of plants/hedges/bushes that will need to removed and needs to be addressed with residents (prior work commencement.)
**There is a telecom box mentioned in the plans that is actually missing entirely. (please acknowledge)
**There are additional existing sidewalk to be replaced which appear to be damaged/uplifted and is not included in the scope of work. (if needed this will be addional work)

Additional Notes: (Special Notes on Page#2)
Permit with MDC by Palmetto Bay if needed
Palmetto Bay will provide layout for sidewalk and Surveyor when needed
Irrigation Pipe and Heads to be relocated by Palmetto Bay.
Existing Wall is cracked (OCR/78 CT), needs release of liability letter.

TOTAL from PAGE#1 $86,757.00

GENERAL NOTES: **All other job not listed above will be billed at additional charge. **Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc. **Not responsible for area not ready, cars or any other obstacle in the area of work. **All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum showm above, with payment to be made within 3 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 15 DAYS AND IS VOID THREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: D.T.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outilne above and interest charges may be charged upon deliquent accounts.

ACCEPTED BY: _____ _____
name signature

DATE: _____

AGENDA ITEM NO. 14.I

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Reimbursement Policy

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, Section 112.061, Florida Statutes (the "Uniform Travel Expense Law"), sets uniform statewide standards for public-officer and employee travel, including subsistence methods, maximum rates, and the use of the most economical means; and

WHEREAS, the U.S. General Services Administration (GSA) publishes locality-specific schedules for meals and incidental expenses (M&IE) and lodging that serve as appropriate maximum reimbursement caps; and

WHEREAS, the Village Council finds it necessary and fiscally prudent to adopt a clear and more restrictive policy that reduces costs, prevents luxury or duplicative spending, and simplifies auditing while remaining compliant with applicable law; and

WHEREAS, the Village desires to establish a lowest-cost duty, disallow minibar and in-room dining service, or luxury accommodations, and associated resort fees, when compliant lower-cost options are available.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. Applicability.

This Resolution applies to all Village officials, employees, board/committee members, volunteers, and contractors where contracts incorporate Village travel terms (collectively, "Travelers"). The standards herein apply to all Village travel arrangements and bookings, whether paid directly by the Village or subject to subsequent reimbursement. Departments may adopt stricter procedures consistent with this policy but may not authorize more liberal terms.

Section 3. Baseline Standards; Maximums; Most Economic Means Requirement.

(a) State Baseline. The Village adopts §112.061, Florida Statutes, as the baseline for all travel. Reimbursements shall not exceed the maximum amounts permitted by §112.061.

(b) Maximums. Under no circumstance shall any reimbursement exceed the maximum amounts permitted by §112.061, Florida Statutes. Where any federal benchmark (e.g., GSA) would otherwise allow a higher amount, the state maximum controls.

(c) The most economical means requirement of §112.061 applies to all travel arrangements.

(d) GSA M&IE rates for the travel locality serve as daily maximum limits for reimbursement, and are not automatic payments.

Section 4. Meals.

(a) Meals are reimbursed at actual expense only with itemized receipts required. Breakfast 25%, Lunch 25%, Dinner 50% of applicable GSA M&IE daily rate. First and last travel days limited to 75% of the daily M&IE cap.

(b) No reimbursement for meals provided by conference, hotel, or third party; travelers must provide conference agenda showing included meals.

(c) All meal receipts must be itemized showing date, location, business purpose, and attendees if applicable.

(d) Tips to restaurant servers, bartenders, or room service are not reimbursable.

(e) Room service, in-room dining, and food delivery charges are not reimbursable.

Section 5. Lodging Standards.

(a) Lodging is reimbursed at itemized, actual cost not to exceed the lesser of the GSA lodging cap or the Florida Statute maximum, whichever is lower. Travelers must request and attempt to secure federal/state/local government rates, documenting attempts.

(b) Only Standard rooms are eligible for reimbursements, with suites, executive floors, or premium amenities being ineligible.

(c) Reasonable taxes and mandatory resort fees are reimbursable; optional fees are not.

(d) Village Manager (or designee) may approve lodging above the rates set herein only through written pre-approval process. In considering approving lodging above rates set herein, the village manager shall conduct a written total-cost justification comparing conference hotel (lodging + transport + time) versus compliant alternatives. Conference hotel must demonstrate savings of at least $75 total round trip cost or greater than one (1) hour daily travel time reduction.

Section 6. Ground Transportation Standards.

(a) Applicability. Travelers must use the most economical transportation option unless documented justification is provided. Failure to use the most economical practical option without proper justification may result in reimbursement limited to the cost of the most economical option that was available. When selecting a

higher-cost option, the expense report must include written explanation addressing:

(1) Why the most economical option was not practical. Acceptable considerations include but are not limited to the distance being over 0.25 miles to or from the traveler's origin or destination, the public transit wait times exceeding fifteen (15) minutes, the unavailability of the preferred option, safety concerns, or the need to transport heavy Village materials.

(2) Cost comparison showing total trip expense for rejected vs. selected options

(b) Transportation Hierarchy (Most to Least Preferred)

(1) Public transit/shuttle when available and practical

(2) Shared rides (Uber Pool, Lyft Shared)

(3) Standard rideshare/taxi

(4) Rental car (compact/economy class only)

(5) Personal vehicle mileage reimbursement

(6) Airport parking (only when other options unavailable or more expensive)

(c) Only tips of up to twenty percent (20% of base fare) are eligible for reimbursement. Tips are only reimbursable when the underlying transportation expense complies with this policy.

Section 7. Transit Proximity Rule.

(a) No reimbursement for parking, valet, garage, or meter fees for events within **0.25 miles walking distance** of Metrorail or Metromover stations. The distance herein shall be measured by a straight-line distance from event's main public entrance to nearest station entrance using Google Maps.

(b) Subsection (a) does not apply if the employee has written supervisor approval showing specific operational need, an HR-verified disability accommodation with ADA documentation, security concerns documented by law enforcement, or the event occurs before 6:00 AM or after 11:00 PM, or when transit is unavailable.

Section 8. Car Allowance Prohibition.

(a) Any Traveler receiving car allowance for any portion of the travel month is completely ineligible for reimbursement of any automobile-related expenses. Automobile related expenses include but are not limited to, per diem mileage, fuel, parking, valet, tolls, or any other expense incurred as a result of traveling with a personal automobile.

Section 9. Lowest-Cost Duty;

(a) Travelers must obtain and document minimum three price comparisons for airfare, lodging, and ground transportation when total costs exceed three-hundred dollars ($300). The selected option must represent the most economical choice among feasible alternatives, considering factors such as the safety and security of location, and reasonable proximity to business purpose/event venue.

Section 10. Federal Grants and Awards Compliance.

(a) When any portion of travel is charged to federal grants, contracts, or awards, 2 CFR 200.475 (Uniform Administrative Requirements) governs and prevails over this policy when more restrictive. Federal award travel may require additional grantor pre-approval and enhanced documentation including grant/award number, business purpose tied to grant objectives, and cost allocation documentation.

Section 11. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September, 2025.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney
FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.J

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 8, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the July 7, 2025, Regular Council Meeting Agenda)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Tree Preservation Program

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village Council recognizes that trees constitute critical green infrastructure, providing shade, storm-water management, habitat, and enhanced community aesthetics; and

WHEREAS, Section Sec. 30-100.4 of the Village Code of Ordinances and CDMP Policy Conservation & Sustainability Elements Part Two Objectives A, B, and C, identify specimen trees and mandate their protection whenever feasible; and

WHEREAS, Village capital projects occasionally require the removal or relocation of trees, but best practices dictate that healthy trees, especially specimen trees, be preserved in place wherever possible; and

WHEREAS, proactive identification and assessment of tree resources at the earliest stage of project planning allows designers to integrate trees into project requirements and avoid unnecessary impacts; and

WHEREAS, the Village Council desires to formalize tree preservation protocols, establish training for staff and contractors, and measure performance through quantifiable indicators; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village of Palmetto Bay.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. ADOPTION OF TREE PRESERVATION PROTOCOLS.

(a) **Scope.** This Resolution applies to all projects on property that is owned, leased, or otherwise controlled by the Village of Palmetto Bay ("Village projects").

(b) **Tree Resource Survey.** At the concept or pre-design phase of every Village project, the initiating department shall commission an on-site survey and assessment by a Florida-licensed Landscape Architect, an ISA-Certified Arborist, or equivalent professional, and, when appropriate, a qualified biologist. The survey shall identify:

1. Species, diameter at breast height (DBH), and canopy spread of each tree ≥ 3 inches DBH;

2. Health and structural condition per ISA standards;

3. Specimen trees as defined in the Village Code and CDMP;

4. Nuisance or hazardous trees recommended for removal.

(c) **Preservation Hierarchy.** Project design teams shall adhere to the following hierarchy, in order of priority:

1. Preserve trees, especially specimen trees, in their existing location;

2. Where preservation in place is infeasible, relocate healthy trees on-site;

3. As a last resort, relocate trees to other Village property or, if relocation is not feasible, remove and mitigate pursuant to the Village Code.

(d) **Documentation.** The survey, preservation plan, and any mitigation calculations shall be submitted to the Village Environment & Sustainability Division for review and approval prior to Site Plan or Building Permit issuance.

Section 3. TRAINING.

(a) The Village Manager, through the Public Works and Parks Departments, shall provide annual training on the requirements of this Resolution to:

1. Capital project managers and inspectors;

2. Design consultants and construction contractors engaged by the Village;

3. Staff responsible for landscape maintenance of Village property.

Section 4. KEY PERFORMANCE INDICATORS (KPIs) AND REPORTING.

(a) The Village Manager shall track and report to the Council each regular council meeting in April, beginning in 2026, the following KPIs for the preceding calendar year:

1. Number of individuals completing the training required in Section 2;

2. Number of Village projects initiated or completed that fully complied with the protocols established herein;

3. Total number of trees surveyed, number of trees preserved in place, number of trees relocated, number of specimen trees preserved, and number of trees removed;

(b) The annual report shall include a narrative analysis of challenges, lessons learned, and recommendations for improvement.

Section 4. IMPLEMENTATION.

(a) The Village Manager is authorized to develop administrative guidelines, standard operating procedures, and forms necessary to implement this Resolution.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 7th day of July, 2025.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____